

Posted at City Hall, 17 Hospital Drive, Eufaula, OK 74432 and the Community Center, 121 High Street, Eufaula, OK 74432 (the location of meeting) on September 13, 2023 5:00 PM

## **CITY OF EUFAULA, OK**

Community Center  
121 High Street  
Eufaula, OK 74432



### **NOTICE AND AGENDA OF MEETING**

**Monday**

**September 18, 2023**

**5:30 p.m.**

**Planning and Zoning Commission / Board of Adjustment**

The City of Eufaula encourages participation from all its citizens in public meetings. If participation is not possible due to a disability, notify the City Clerk, in writing, at least forty-eight hours prior to the scheduled meeting and necessary accommodations will be made (ADA 28 CRF/36).

Council Rules of Decorum limit citizen comments on agenda items, non-agenda items, and public hearings to five (5) minutes. Any person desiring to address the Council during such period is required to sign in with the City Clerk, provide their name, address and specify the agenda item they wish to address. Remarks shall be directed to the matter being considered and the speaker is allowed to speak only one time. If written materials are to be submitted ten (10) copies should be made available, and may not be returned. Under Oklahoma Law, the Council Members are prohibited from discussing or taking any action on items not on today's agenda.

The complete packet of information for the agenda items is available online at [CityofEufaulaOK.com](http://CityofEufaulaOK.com)

Planning and Zoning Commission

Chairman Sam Sylvester  
Vice Chairman Brandon Linstead  
Secretary Gordon Pennington  
Member Serina Kleveter

AGENDA  
Planning and Zoning Commission  
September 18, 2023  
5:30 p.m.

1. Call to Order Chairman Sam Sylvester
2. OATH OF OFFICE (LEWIS) KAY WALL
3. Roll Call /Attendance Executive Assistant Julie Musgraves
4. Approval of Minutes.
  - A. Planning and Zoning Commission meeting August 21, 2023.
5. Consideration of Acceptance, Approval, Adoption, Rejection, Amendment, and/or Postponement of a Specific Use Permit to allow for the installation manufactured home at the following location: Lots 246 and 247 BLK 1, River Oaks. Commonly Known as Lots 246 and 247 Choctaw Drive.
  - A. Conduct a public hearing.
  - B. Take Action
6. Adjournment.

Posted at City Hall, 17 Hospital Drive, Eufaula, OK 74432 and the Community Center, 121 High Street, Eufaula, OK 74432 (the location of meeting) on August 22, 2023 4:00 PM

## **CITY OF EUFAULA, OK**

Community Center  
121 High Street  
Eufaula, OK 74432



### **MINUTES OF SPECIAL MEETING**

Thursday

August 24, 2023

5:45 p.m.

Planning and Zoning Commission / Board of Adjustment

The City of Eufaula encourages participation from all its citizens in public meetings. If participation is not possible due to a disability, notify the City Clerk, in writing, at least forty-eight hours prior to the scheduled meeting and necessary accommodations will be made (ADA 28 CRF/36).

Council Rules of Decorum limit citizen comments on agenda items, non-agenda items, and public hearings to five (5) minutes. Any person desiring to address the Council during such period is required to sign in with the City Clerk, provide their name, address and specify the agenda item they wish to address. Remarks shall be directed to the matter being considered and the speaker is allowed to speak only one time. If written materials are to be submitted ten (10) copies should be made available, and may not be returned. Under Oklahoma Law, the Council Members are prohibited from discussing or taking any action on items not on today's agenda.

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Planning and Zoning Commission

Chairman Sam Sylvester  
Vice Chairman Brandon Linstead  
Secretary Gordon Pennington  
Member Serina Kleveter

MINUTES  
Planning and Zoning Commission  
August 24, 2023  
5:30 p.m.

1. Call to Order – 5:45PM Chairman Sam Sylvester
2. OATH OF OFFICE (KLEVETER) KAY WALL
3. Roll Call /Attendance Executive Assistant Julie Musgraves  
Members Present: Kleveter, Pennington, Sylvester, Linstead
4. Approval of Minutes.
  - A. Planning and Zoning Commission meeting August 21, 2023.  
Motion to Approve by Linstead, 2<sup>nd</sup> by Pennington. Rol Call Vote: Yes- Kleveter,  
Pennington, Sylvester, Linstead
5. Adjournment.  
Motion to Adjourn by Linstead, 2<sup>nd</sup> by Sylvester. Rol Call Vote: Yes- Kleveter,  
Pennington, Sylvester, Linstead



Planning and Zoning Item No. 5

Meeting Date: September 18, 2023

## Agenda Item Memo

**Item Title:** Consideration of Acceptance, Approval, Adoption, Rejection, Amendment, and/or Postponement of an application requesting a Specific Use Permit for the installation of a manufactured mobile home at the following location: Lots 246 and 247 BLK 1, River Oaks. Commonly known as Lots 246 and 247 Choctaw Drive, River Oaks.

**Initiator:** Lance Bailey

**Staff Information Source:** Julie Musgraves, Executive Assistant.

**Background:** Lance Bailey submitted a Specific Use Permit on August 24, 2023, for the installation of a manufactured mobile home for sale to consumers. As of today's date, I have received 1 letter of protest.

**Attachment:** Application, Deed, Blueprints of mobile home, Site Plan, Radius List, Radius Letters, Map, & Indian Journal Publication, Letter of Protest

CITY OF EUFAULA

APPLICATION FOR SPECIFIC USE PERMIT

Date: 8/24/2023

Address or General Description: LOTS 246, 247

Present Zoning: RESIDENTIAL Owner of Record: LANCE BAILEY

Legal Description of tract under application, if described by meters and bonds, attach plat of survey: SEE ATTACHED

If applicant is other than owner, please indicate interest (purchaser, lessee, agent for, other). Attach documentation of interest and documentation from the owner of record authorizing this specific use permit.

AGENT

Are there any private or deed restrictions controlling use of tract (If yes, explain): N/A

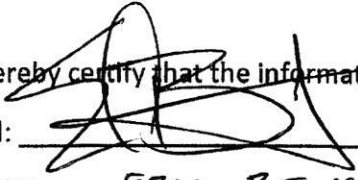
Responsible party for advertising, zoning specific use permit fee (\$150.00), 300 ft. radius request for certified mailing list (\$50.00), mailing costs, and any additional fees:

Name: LANCE BAILEY

Address: 123 S SENECA AVE BARTERSVILLE OK 74003

Phone: 918-695-8535

I do hereby certify that the information herein submitted is complete, true and accurate.

Signed:  Date: 8/24/23

Printed Name: ERIC BENGE Phone: 903 487 9744

Address: 301 STETSON DR WHITESBORO TX 76273

A. General Description of Property

Size in Acres or Square Feet: APPROX 7000 SQ FT

Current Use: NONE

Topography (Flat, Rolling Hills, Etc.): FLAT

Frontage Road (Name and Description): CHOCTAW DR

Identify structures and improvements on property: CARPOR, SEPTIC,  
WATER

City Water: YES  NO

City Sewer: YES  NO

Identify the use(s) intended for the subject property: RESIDENTIAL  
PLACEMENT OF HIGH END MANUFACTURED  
HOME

## B. General Description of Adjacent Property

Identify any buildings and give their approximate distance from your property lines: \_\_\_\_\_

RESIDENTIAL NEIGHBORHOOD  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Explain the surrounding land uses: RESIDENTIAL

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## C. Specific Use Permit Request

Specific Use is an activity which is basically similar to the uses permitted in a zone, but which may not be entirely compatible with the permitted uses. As a consequence, an application for Specific Use requires review to ensure that the specific use may be compatible with the permitted uses in the zone or other adjacent permitted uses which may be affected.

Describe the Specific Use as it pertains to your property: SIMILAR USE

\_\_\_\_\_  
\_\_\_\_\_



Describe the variance/special exception as it pertains to your property: TO DEVELOPE  
SAID PROPERTIES FOR SALE TO CONSUMER. SPECIAL  
EXCEPTION WOULD BE FOR MANUFACTURED HOUSING

Describe the benefits, if any, of your requested variance/special exception to the adjacent properties and/or to the City of Eufaula: PROVIDE ACTIVITY FOR THE  
SUBDIVISION IN THE PURCHASE OF OUR PROPERTIES,  
PROVIDING CURRENT COMPS, ACTIVE CONSUMERS, AND MORE  
BEAUTIFUL HOMES.

Identify how well suited the subject property is for the requested variance/special exception. (Cite such advantages as topography, foliage, soil, drainage, access, distance to centers of population, availability of utilities, etc.) Explain: LAND HAS ROOM FOR

1600 SQ FT HOME WITH PROPER DRAINAGE, ACCESS TO  
UTILITIES, VERY LITTLE "DIRT WORK" NEED TO BE  
COMPLETED TO ACCOMMODATE CONSTRUCTION REQUEST

Explain how the variance/special exception request will affect the road system(s) serving your area: NO AFFECT

Give an estimated traffic count (average daily trips) for the variance/special exception request. How will the potential traffic resulting from the increased use or activity be controlled? \_\_\_\_\_  
ONLY DURING CONSTRUCTION

Is the variance/special exception requested comparable to surrounding permitted uses and the existing development pattern? THERE ARE TWO HOMES WITHIN  
200 FT THAT ARE SIMILIAR TO THE REQUEST

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**Applicant: Do NOT Write Below This Line**

Application received by: \_\_\_\_\_ Date: \_\_\_\_\_

Tract Acreage: \_\_\_\_\_ Public Hearing Date: \_\_\_\_\_

Section: \_\_\_\_\_ Township: \_\_\_\_\_

Range: \_\_\_\_\_ Present Zoning: \_\_\_\_\_

Application Number: \_\_\_\_\_ Fee Receipt No: \_\_\_\_\_

**Planning Commission Recommendation**

Recommendation: \_\_\_\_\_

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Vote: \_\_\_\_\_

Date: \_\_\_\_\_

Provisions: \_\_\_\_\_

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**City Council Action**

Action: \_\_\_\_\_

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Vote: \_\_\_\_\_

Date: \_\_\_\_\_

Provisions: \_\_\_\_\_

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**FILED**

MAY 04 2022

I-2022-002764 Book 1143 Pg 480  
05/16/2022 10:53am Pg 0458-0480  
Fee: \$22.00 Doc: \$126.00  
Deena Farrow - McIntosh County Clerk  
State of OK

DISTRICT COURT OF McINTOSH COUNTY  
STATE OF OKLAHOMA  
PROBATE DIVISION

LISA RODEBUSH, Court Clerk  
McINTOSH COUNTY  
By \_\_\_\_\_ Deputy

IN THE MATTER OF THE ESTATE )

OF )

Case No. PB-20-68

WILLIAM FRANCE CAMPBELL, Deceased. )

**ORDER CONFIRMING SALE OF REAL PROPERTY**

On May 4, 2022 the Return Of Sale Of Real Property At Private Sale filed by the Personal Representative of this estate on April 12, 2022 comes on for hearing as scheduled.

The Personal Representative, James Campbell, appears by and through his attorney Heath Mueller of The Barksdale Law Firm, P.C.. No objection to the confirmation was interposed or filed.

Having heard testimony, having examined the entire court file, and in particular, the documents pertaining to the sale of this property, the Court FINDS that notice of this hearing has been given as required by law by publication and by mailing as shown by the Affidavit Of Mailing and by the Affidavit of the publisher of The Indian Journal, McIntosh County Democrat.

The Court further FINDS that on April 11, 2022, pursuant to an Order Of Sale filed on December 15, 2021, and after Notice Of Sale Of Real Property At Private Sale, James Campbell, the Personal Representative of this Estate agreed to sell, at private sale, subject to confirmation by this Court, all of the right, title and interest of William France Campbell, Deceased, and any interest that his estate may have acquired after his death, in and to the following property:

Lots 229, 230, 246, 247, 248, 249 and 250, Block 1 in River Oaks Estate,  
a subdivision of a part of the South Half of Section 1, Township 9 North,  
Range 16 East, McIntosh County, Oklahoma

for \$84,000.00 cash to Lance A. Bailey.

The Court further FINDS that the sale price is not disproportionate to the value of the real property; the sale price is at least 90% of the appraised value of the property; a sum exceeding the sale price cannot be obtained; the sale and the confirmation of the real property thereof to Lance A. Bailey are in the best interest of the Decedent's estate.

It is therefore ORDERED, ADJUDGED AND DECREED by the Court that this sale is confirmed, approved and declared valid; that the Personal Representative is directed to execute a Personal Representative's Deed to Lance A. Bailey and to deliver it to him upon payment of the full purchase price.

May 4, 2022.

ORIGINAL SIGNED  
BY BRENDON BRIDGES

BRENDON BRIDGES  
ASSOCIATE DISTRICT JUDGE

STATE OF OKLAHOMA  
COUNTY OF McINTOSH  
I, Lisa Rodebush Court Clerk, within and for the County of McIntosh, State of Oklahoma, hereby certify that the above and foregoing is a true and correct copy of the \_\_\_\_\_ in this matter, as the same appears as record in my office, in Witness Whereof, I hereunto set my hand and affix my official seal at Eufaula, Oklahoma this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_  
By \_\_\_\_\_ Deputy Court Clerk



**PERSONAL REPRESENTATIVE'S DEED**

KNOW ALL MEN BY THESE PRESENTS:

This deed is executed on May 05, 2022, by James Campbell, the Personal Representative of the Estate of William France Campbell, Deceased ("Grantor") with respect to the following:

On December 15, 2021, the District Court of McIntosh County, Oklahoma, Probate Division, entered an Order Of Sale, authorizing the Personal Representative to sell the hereafter described real property at a private sale.

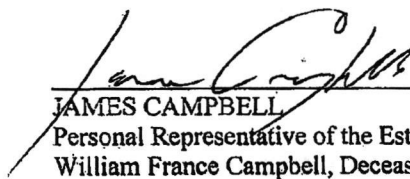
Pursuant to that Order Of Sale, the Personal Representative gave all required notice and on April 11, 2021, sold the hereafter described real property to Lance A. Bailey for \$84,000.00 cash to be paid upon confirmation of the sale.

After the sale, the Personal Representative filed a Return Of Sale Of Real Property At Private Sale and after the required notice, the Return was heard by the Court and the sale was confirmed as shown by the Order Confirming Sale Of Real Property which was filed on May 4, 2022, a copy of which is attached as Exhibit A. The Order Confirming Sale Of Real Property is hereafter referred to as "the Order".

Now, therefore, pursuant to the Order, and in consideration of the sum of \$84,000.00, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey unto Lance A. Bailey, all the right, title, interest and estate of William France Campbell, deceased, at the time of his death and additionally all the right, title and interest that his estate may have acquired therein subsequent to his death, together with all the improvements thereon and appurtenances thereto, belonging in and to the property and premises described as:

Lots 229, 230, 246, 247, 248, 249 and 250, Block 1 in River Oaks Estate, a subdivision of a part of the South Half of Section 1, Township 9 North, Range 16 East, McIntosh County, Oklahoma

to have and to hold the described property unto the Grantee and his heirs, successors and assigns forever.

  
\_\_\_\_\_  
JAMES CAMPBELL  
Personal Representative of the Estate of  
William France Campbell, Deceased.

WBETH-PC\office docs\Probate Cases\Campbell, William\PR Deed.doc  
ADDRESS

Return To:  
OLT Real Estate Closing  
P.O. Box 875  
Okmulgee, OK 74447

GRANTEE'S

1700 Church Court  
Okmulgee, OK 74447

STATE OF OKLAHOMA )  
 ) SS  
COUNTY OF OKMULGEE )

This instrument was acknowledged before me on May 5, 2022 by James Campbell, Personal Representative of the estate of William France Campbell.



*Beth Roe*

Notary Public

My Commission Expires: \_\_\_\_\_  
My Commission Number: \_\_\_\_\_  
(SEAL)



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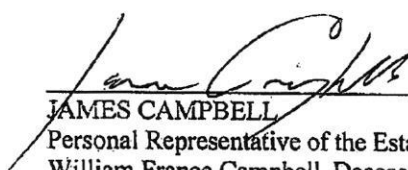
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Lots 229, 230, 246, 247, 248, 249 and 250; Block 1 in River Oaks Estate, a subdivision of a part of the South Half of Section 1, Township 9 North, Range 16 East, McIntosh County, Oklahoma

to have and to hold the described property unto the Grantee and his heirs, successors and assigns forever.

  
\_\_\_\_\_  
JAMES CAMPBELL  
Personal Representative of the Estate of  
William France Campbell, Deceased.

WBETH-PC\office docs\Probate Cases\Campbell, William\PR Deed.doc

ADDRESS

**Return To:**  
**OLT Real Estate Closing**  
**P.O. Box 875**  
**Okmulgee, OK 74447**

GRANTEE'S

1000 Church Court  
Okmulgee, OK 74447

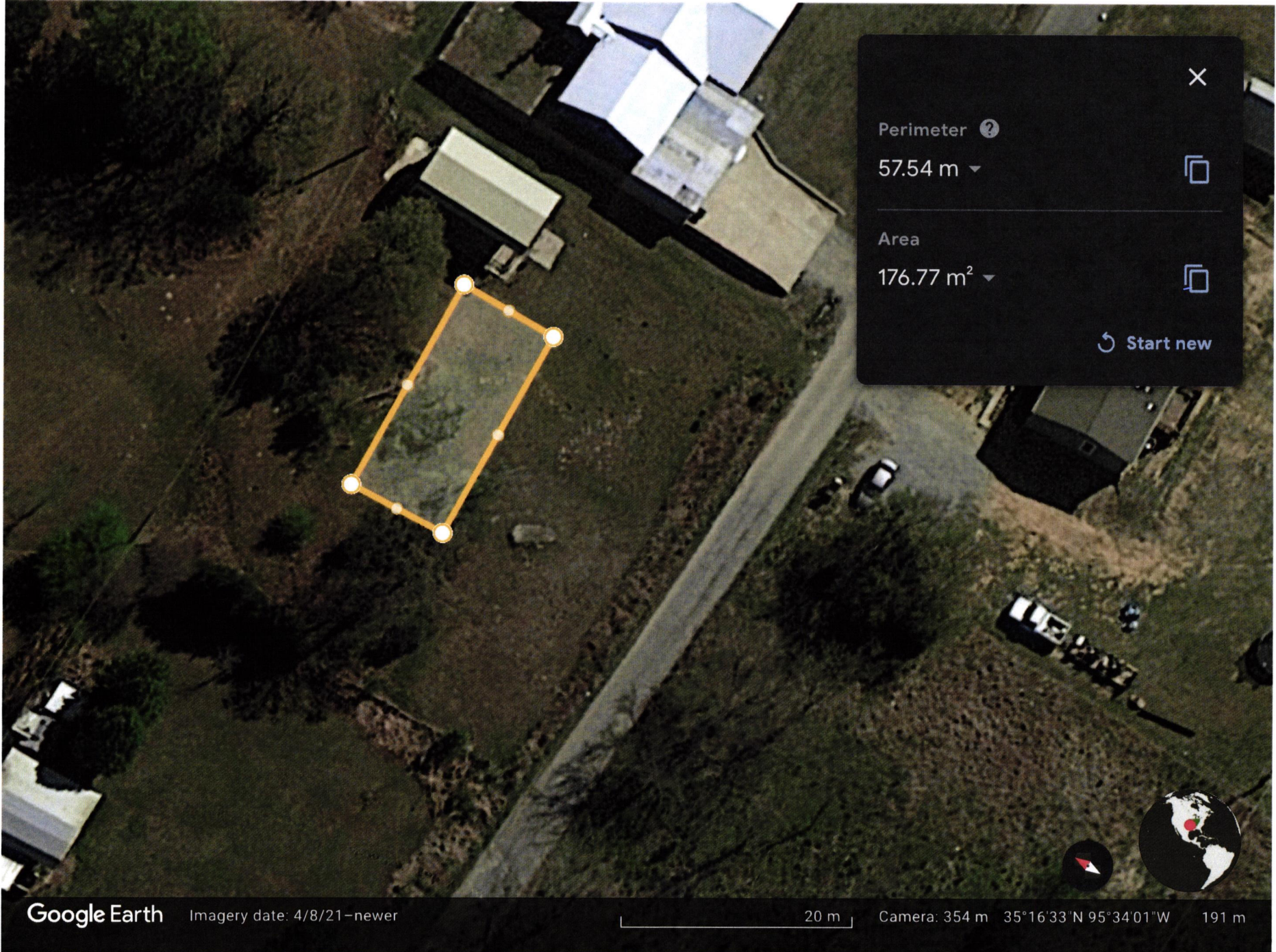
STATE OF OKLAHOMA )  
                                  )       SS  
COUNTY OF OKMULGEE )

This instrument was acknowledged before me on May 5, 2022 by James Campbell, Personal Representative of the estate of William France Campbell.



Beth Roe  
Notary Public

My Commission Expires: \_\_\_\_\_  
My Commission Number: \_\_\_\_\_  
(SEAL)



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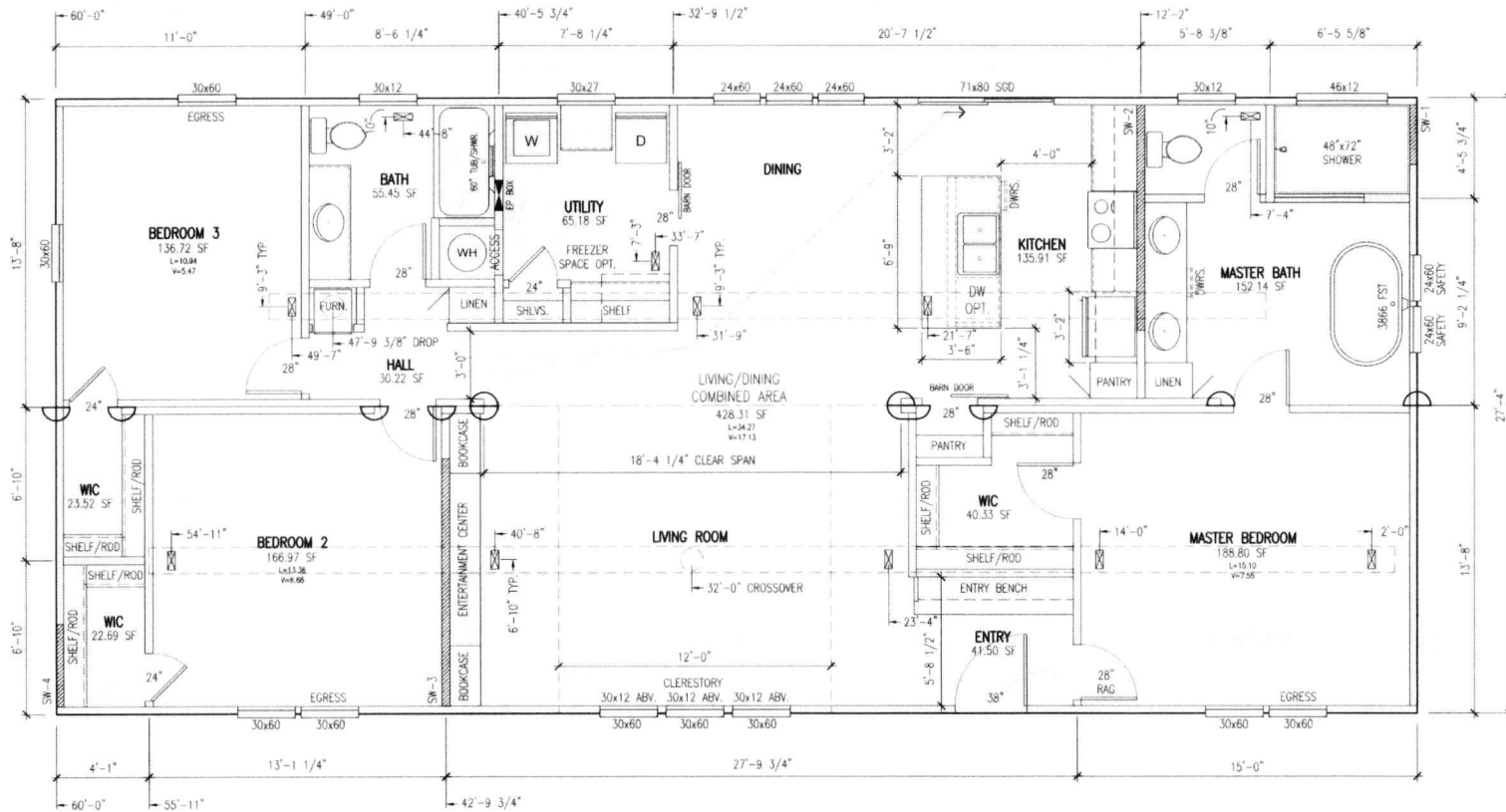
Perimeter <sup>?</sup>  
57.54 m ▾

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Area  
176.77 m<sup>2</sup> ▾

↻ Start new





96" SIDEWALL HEIGHT  
 \* WITH FULL DEPTH CROSS MEMBER

SHEARWALL DATA WIND ZONE 1

SHEARWALL NUMBER	1	2	3	4
TRIBUTARY SPAN	6'-1"	24'-6"	27'-0"	8'-8"
LENGTH MINIMUM	32"	120"	132"	44"
PLF	150	150	150	150
NUMBER OF JOISTS	1*	1	1	1
NUMBER OF SCREWS	2	1	1	1
DIAPHRAGM	ROOF DECK			

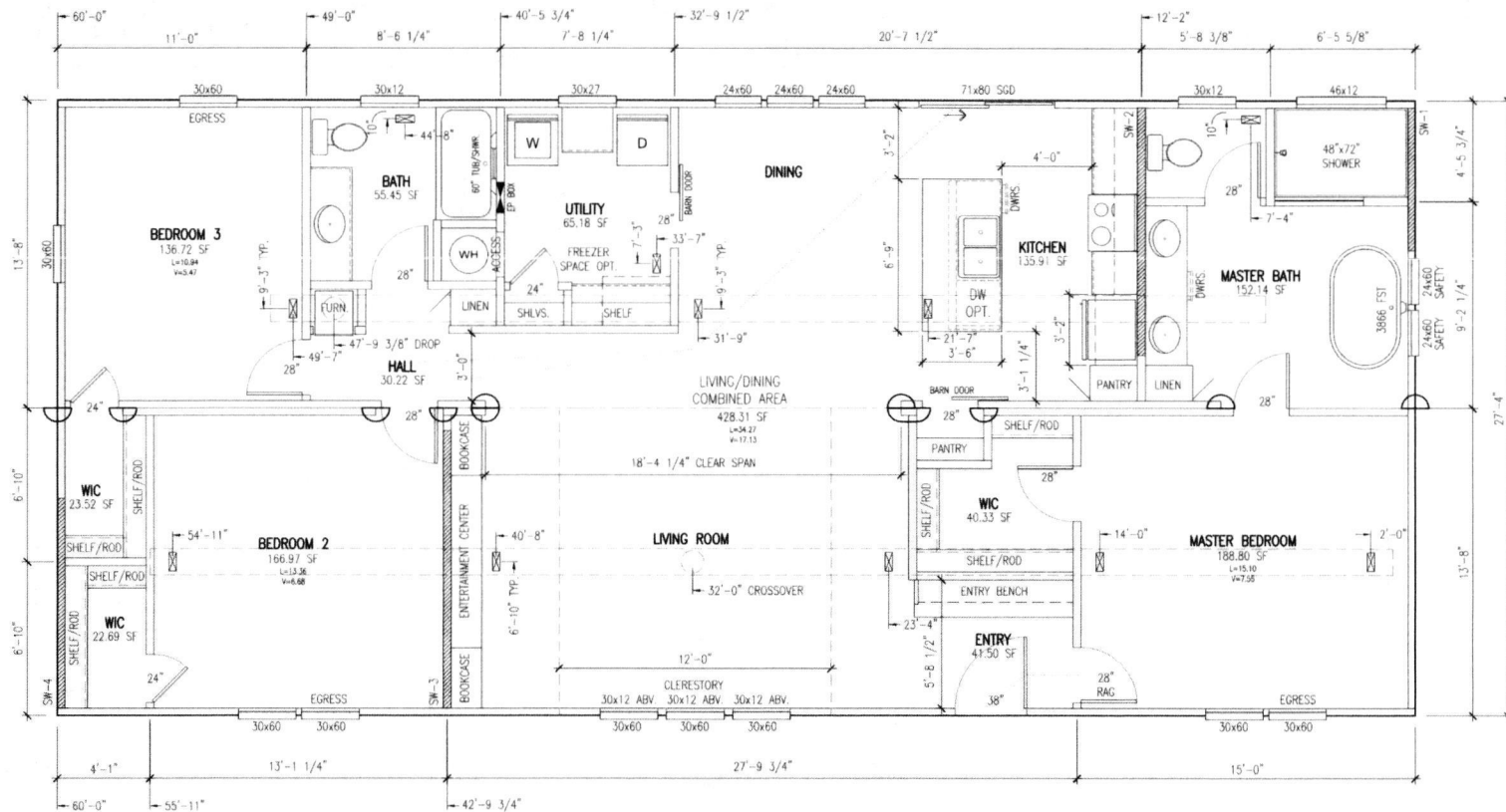


NOTES:

1. LIGHT AND VENT BASED ON KINRO 9700 & 9750 SERIES WINDOWS.
2. REFERENCE SHEARWALL CHART SW-12.2 FOR JOIST & FASTENERS.
3. RETURN AIR GRILL REQUIRED ON ALL ROOMS GREATER THAN 175SF IF CLOSED OFF WITH AN UNDERCUT 28" DOOR. REFER TO DS-2.1
4. WINDOW ROUGH OPENING WITH OPTIONS SHOWN = 190 SF.
5. STANDARD DOOR ROUGH OPENING = 62 SF
6. MAXIMUM TRAVEL FROM MASTER BEDROOM TO NEAREST EXIT = 4'-8", BEDROOM 2 = 28'-9", BEDROOM 3 = 32'-8".
7. REFERENCE COLUMN STUD CAPACITY CHART CS-2 FOR COLUMN STUD QUANTITIES.

FP-2807.1

NEW VISION	DATE:	02/02/2023	MODEL:	NV-2807	TITLE:	APPROVAL FLOOR PLAN - WIDE ZONE 1	DWG #:	FP-2807.1.1
	SCALE:	3/16" = 1'-0"	DRAWN BY:	NEBD	REF #	DESCRIPTION	DATE	REVISED BY:



96" SIDEWALL HEIGHT

\* WITH FULL DEPTH CROSS MEMBER

SHEARWALL DATA WIND ZONE 2				
SHEARWALL NUMBER	1	2	3	4
TRIBUTARY SPAN	6'-1"	24'-6"	27'-0"	8'-8"
LENGTH MINIMUM	76"	132"	148"	112"
PLF	150	350	350	150
NUMBER OF JOISTS	*1	3	4	1
NUMBER OF SCREWS	1	3	3	1
DIAPHRAGM	ROOF DECKING			

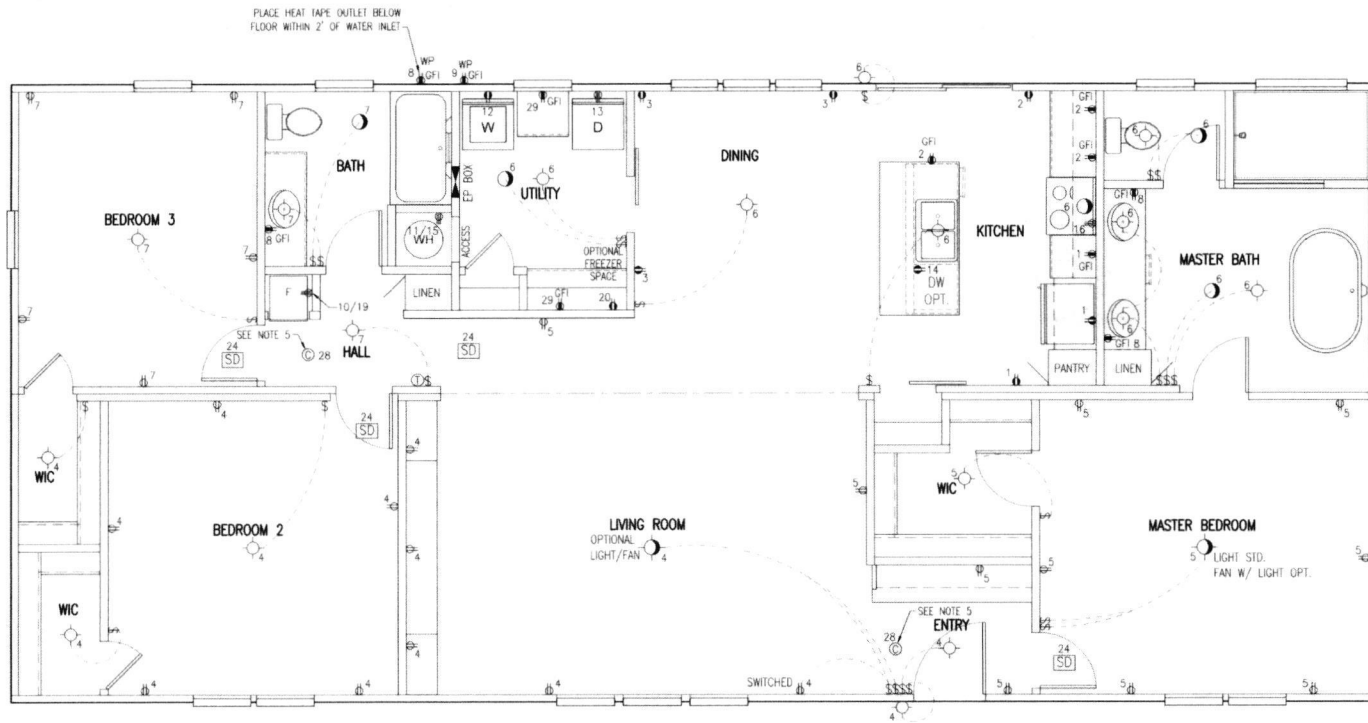


NOTES:

1. LIGHT AND VENT BASED ON KINRO 9700 & 9750 SERIES WINDOWS.
2. REFERENCE SHEARWALL CHART SW-12.3 FOR JOIST & FASTENERS.
3. RETURN AIR GRILL REQUIRED ON ALL ROOMS GREATER THAN 175SF IF CLOSED OFF WITH AN UNDERCUT 28" DOOR. REFER TO DS-2.1
4. WINDOW ROUGH OPENING WITH OPTIONS SHOWN = 190 SF.
5. STANDARD DOOR ROUGH OPENING = 62 SF
6. MAXIMUM TRAVEL FROM MASTER BEDROOM TO NEAREST EXIT = 4'-8", BEDROOM 2 = 28'-9", BEDROOM 3 = 32'-8".
7. REFERENCE COLUMN STUD CAPACITY CHART CS-2 FOR COLUMN STUD QUANTITIES.

FP-2807.1.1

NEW VISION	DATE: 02/07/2023	MODEL: NV-2807	TITLE: APPROVAL FLOOR PLAN - WIDE ZONE 2	DWG #: FP-2807.1.1
	SCALE: 3/16" = 1'-0"	DRAWN BY: NEBD	REF # DESCRIPTION	DATE REVISION BY:



- NOTES:
- SEE FP-2 FOR ELECTRICAL SCHEDULE AND SYMBOL SCHEDULE.
  - ELECTRICAL INSTALLATIONS SHALL BE IN ACCORDANCE WITH NFPA-70 NEC 2005.
  - ISLAND OUTLETS ARE TO BE PLACED WITHIN 6" OF THE SURFACE OF THE COUNTERTOP.
  - WHEN A CEILING LIGHT IS USED IN THE LIVING ROOM, SWITCHED OUTLET ISN'T REQUIRED TO BE SWITCHED.
  - CARBON MONOXIDE DETECTOR REQUIRED IF ANY FUEL GAS APPLIANCE IS USED.

APPROVED BY  
**NIA** INC. 2/13/2023  
 FEDERAL MANUFACTURED HOME  
 CONSTRUCTION AND SAFETY STANDARDS

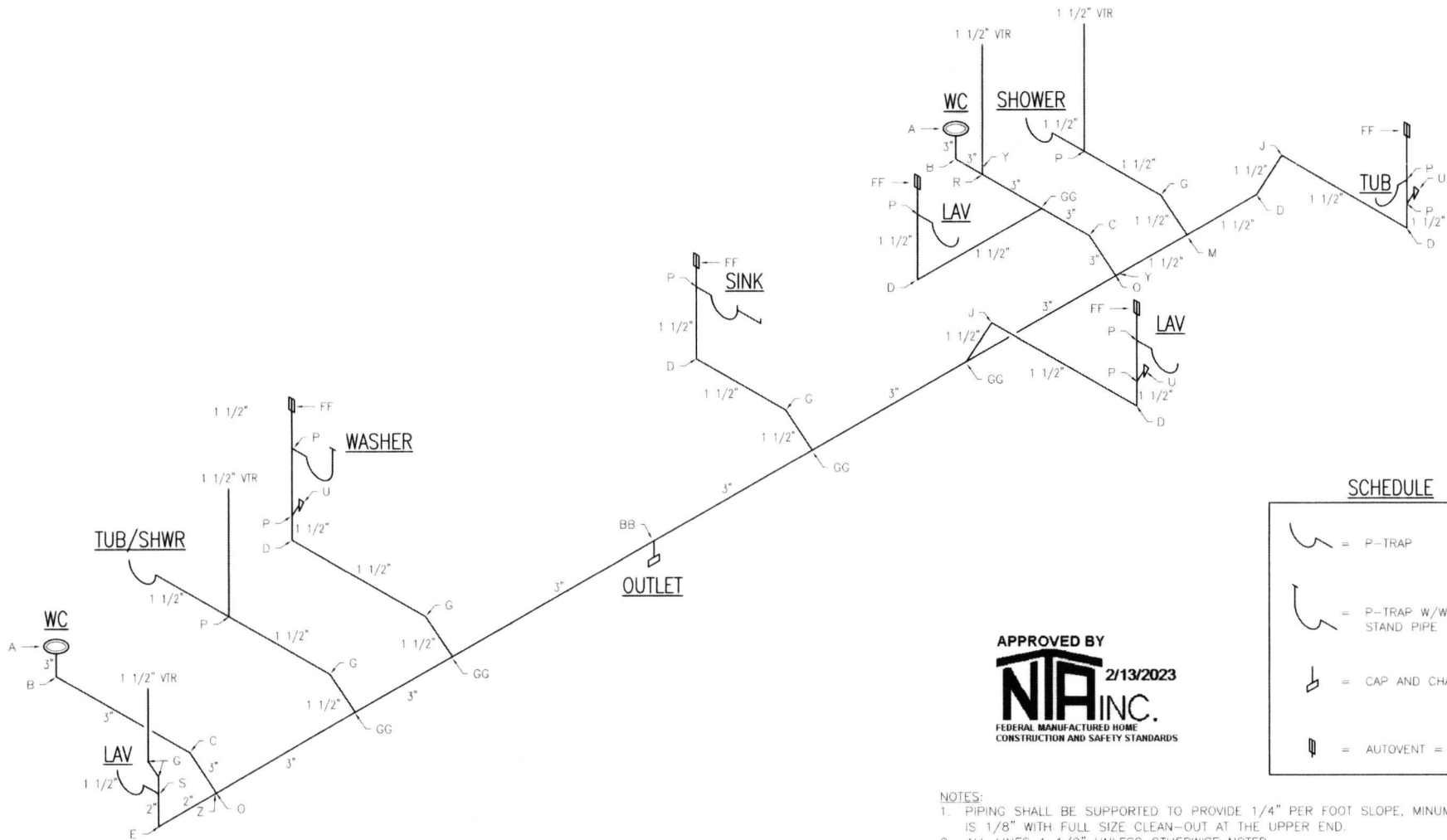
**NEW VISION**

DATE: 02/08/2023  
 MODEL: NV-2807  
 SCALE: 3/16" = 1'-0"  
 DRAWN BY: NEBD

REF #	DESCRIPTION	DATE	REVISED BY:

ELECTRICAL PLAN

DWG #: FP-2807.2

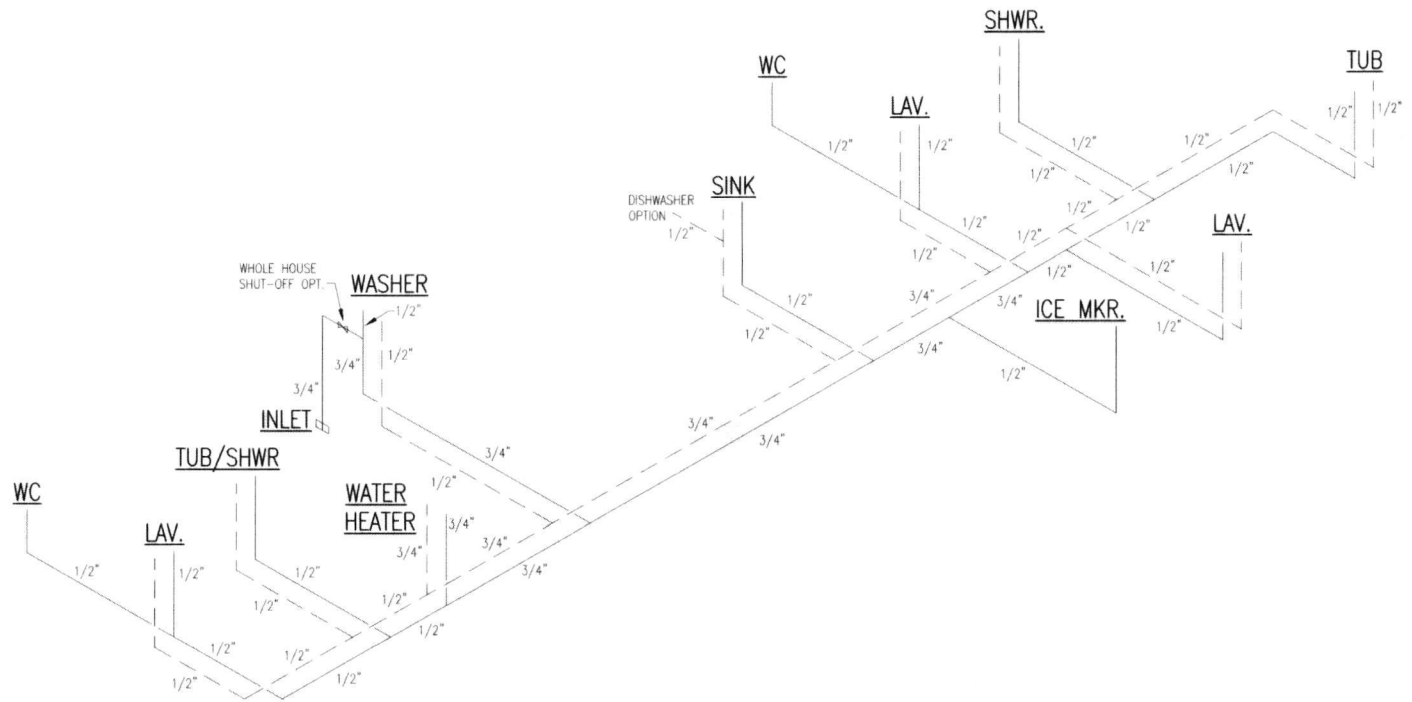


APPROVED BY  
**NIA INC.**  
 FEDERAL MANUFACTURED HOME  
 CONSTRUCTION AND SAFETY STANDARDS

SCHEDULE	
	= P-TRAP
	= P-TRAP W/WASHER STAND PIPE
	= CAP AND CHAIN
	= AUTOVENT = FF

- NOTES:
1. PIPING SHALL BE SUPPORTED TO PROVIDE 1/4" PER FOOT SLOPE, MINIMUM SLOPE IS 1/8" WITH FULL SIZE CLEAN-OUT AT THE UPPER END.
  2. ALL LINES 1 1/2" UNLESS OTHERWISE NOTED.
  3. SEE PAGE PL-9 FOR FITTING SCHEDULE.

<h1>NEW VISION</h1>	DATE: 02/09/2023	MODEL: NV-2807	<h2>DRAIN-WASTE-VENT</h2>		DWG #: FP-2807.3
	SCALE: NONE	DRAWN BY: NEBD	REF #	DATE	REVISED BY:

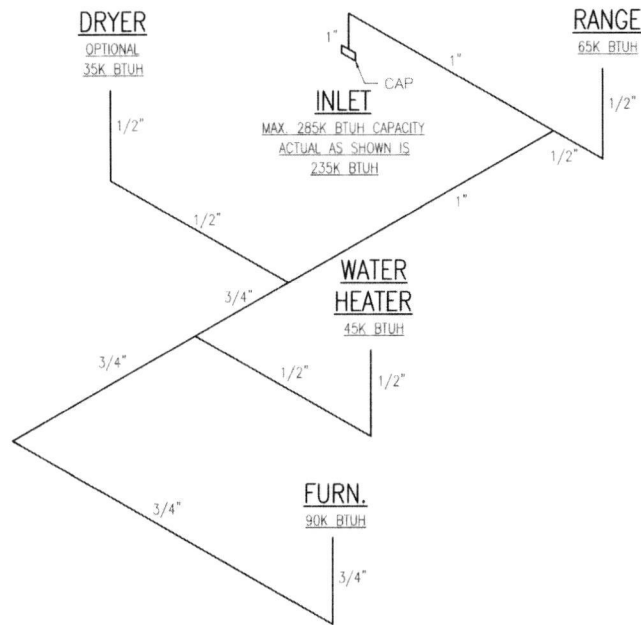


APPROVED BY  
**NIA** INC.  
 FEDERAL MANUFACTURED HOME  
 CONSTRUCTION AND SAFETY STANDARDS  
 2/13/2023

———— = COLD WATER  
 - - - - - = HOT WATER

NOTES:  
 1. PROVIDE CAP AT WATER INLET.  
 2. ALL LINES 1/2" UNLESS OTHERWISE NOTED.

<b>NEW VISION</b>	DATE:	02/09/2023	MODEL:	NV-2807	<b>WATER SYSTEM</b>			DWG #:	FP-2807.4
	SCALE:	NONE	DRAWN BY:	NEBD				REF #	DATE



APPROVED BY  
  
 2/13/2023  
 FEDERAL MANUFACTURED HOME  
 CONSTRUCTION AND SAFETY STANDARDS

- NOTES:
1. SHUT-OFF VALVE AND FLEX CONNECTOR SHALL BE PROVIDED AT EACH FIXTURE.
  2. MAXIMUM DEVELOPED LENGTH IS 50'.
  3. APPLIANCE BTUH IS ASSUMED TO BE MAXIMUM AND ACTUAL APPLIANCE SHALL NOT EXCEED THE VALUE SHOWN.

**NEW VISION**

DATE: 02/09/2023  
 MODEL: NV-2807  
 SCALE: NONE  
 DRAWN BY: NEBD

**FUEL GAS SYSTEM**

DWG #: FP-2807.5

REF #	DATE	REVISED BY:

**New Vision Manufacturing**  
**Thermal Energy Calculations**

2/2/2023

Description	: Model NV-2807 W/CLERESTORY & SGD								
Temperature Zone	: 1								
Insulation Package	: Floor : 11 Fiberglass								
Package No:	1	: Wall : 11 Fiberglass							
		: Vaulted ceiling : NA							
		: Flat ceiling : 22 Blown							
		: Internal duct : 5.375 Main 4 Extension							
		: External duct : 8							
		: Windows : Thermopane							
		: Doors : Per Spec							
		: Skylights : Per Spec							
		: Furnace Efficiency : 75%							
Main unit	:	Width	:	27.33 ft	Clerestory	:	Yes		
	:	Length	:	60.00 ft	Width	:	12 ft		
	:	Ceiling height at sidewall	:	8.00 ft	Area	:	59		
	:	Ceiling height at center	:	0.00 ft					
	:	Vaulted ceiling length	:	0.00 ft					
	:	Length of vault knee wall	:	0.00 ft					
	:	Offset length	:	0.00 ft					
Tag/bay	:	Width	:	0.00 ft					
	:	Length	:	0.00 ft					
	:	Ceiling height at sidewall	:	0.00 ft					
	:	Ceiling height at center	:	0.00 ft					
	:	Vaulted ceiling length	:	0.00 ft					
Recessed entry/porch	:	Width	:	0.00 ft					
	:	Length	:	0.00 ft					
	:	Corner installation	:	N/A					
	:	Installed flat/vault	:	Flat					
Water Heater	:	Uninsulated outside access	:	No					
	:	Interior wall length	:	0 ft					
Rim joist	:	Insulated (Yes/No)	:	No					
	:	Width	Height	Qty	Area	U-Value	BTU/TD		
Doors	:	36.50	81.50	0	0	0.5110	0.00		
	:	38.50	81.50	1	22	0.3990	8.69		
Windows:	:	30.50	60.50	9	115	0.4800	55.36		
Total Area =	190 sf	46.50	12.50	1	4	0.4800	1.94		
	:	30.50	12.50	5	13	0.4800	6.35		
	:	30.50	36.50	0	0	0.4800	0.00		
	:	30.50	27.50	1	6	0.4800	2.80		
	:	24.50	60.50	5	51	0.4800	24.70		
	:	0.00	0.00	0	0	0.4800	0.00		
	:	0.00	0.00	0	0	0.4800	0.00		
	:	0.00	0.00	0	0	0.4800	0.00		
Sldg/Frnch Doors	:	71.25	80.25	1	40	0.6600	26.21		
	:	0.00	0.00	0	0	0.0000	0.00		
Gross Wall	:	----	----	----	1456	----	----		
Net Wall	:	----	----	----	1205	0.0907	109.27		
Water heater walls	:	----	----	----	0	0.0000	0.00		
Skylights: Flat	:	0.00	0.00	0	0	0.0000	0.00		
Skylights: Vaulted	:	0.00	0.00	0	0	0.0000	0.00		
Gross flat ceiling	:	----	----	----	1640	----	----		
Net flat ceiling	:	----	----	----	1640	0.0472	77.38		
Gross vaulted ceiling	:	----	----	----	0	----	----		
Net vaulted ceiling	:	----	----	----	0	0.0000	0.00		
Marriage knee wall	:	----	----	----	0.00	0.0000	0.00		
Duct factor	:	----	----	----	----	2.20	----		
Int Duct: Main Trunk	:	1.17	51.00	----	60	0.0917	12.01		
Int Duct: Extensions	:	0.42	5.38	----	2	0.1378	0.68		
Gross floor area	:	----	----	----	1640	----	----		
Net floor area	:	----	----	----	1578	0.0675	106.49		
Uninsulated rim joist	:	----	----	----	40	0.2946	11.79		
External duct	:	1.00	25	----	78.5398	0.1199	20.72		
Thermal Envelope Area	:	4855							
Total BTUH loss	:	464							
Actual Uo	:	0.096							
Allowable/Adjusted Uo	:	0.116							
Compliance with HUD	:	Yes							
Perimeter length	:	175							
Winter Design Temp	:	20							
Infiltration Loss	:	122							
Total Heat Loss	:	587							
Certification Temperatures					EB10	EB12	EB15	EB20	
Furnace Output	:	56000	62000	72000	34120	40944	51180	68240	
Maximum glazed area	:	190	190	190	190	190	190	190	
Certification Temp	:	-25	-36	-53	12	0	-17	-46	
Economy Certification Temp	:	3	-4	-16	32	21	9	-11	
Notes:	1. Only the length of extension duct outside of the I-beams is to be included.								



**New Vision Manufacturing  
Thermal Energy Calculations**

2/2/2023

Description	: Model NV-2807 W/CLERESTORY & SGD							
Temperature Zone	: II							
Insulation Package	: Floor : 11 Fiberglas							
Package No:	2	: Wall : 11 Fiberglas						
		: Vaulted ceiling : NA						
		: Flat ceiling : 28 Blown						
		: Internal duct : 5.375 Main				: 4 Extension		
		: External duct : 8						
		: Windows : Thermopane						
		: Doors : Per Spec						
		: Skylights : Per Spec						
		: Furnace Efficiency : 75%						
Main unit	:	Width	:	27.33 ft	Clerestory	:	Yes	
	:	Length	:	60.00 ft	Width	:	12 ft	
	:	Ceiling height at sidewall	:	8.00 ft	Area	:	59	
	:	Ceiling height at center	:	0.00 ft				
	:	Vaulted ceiling length	:	0.00 ft				
	:	Length of vault knee wall	:	0.00 ft				
	:	Offset length	:	0.00 ft				
Tag/bay	:	Width	:	0.00 ft				
	:	Length	:	0.00 ft				
	:	Ceiling height at sidewall	:	0.00 ft				
	:	Ceiling height at center	:	0.00 ft				
	:	Vaulted ceiling length	:	0.00 ft				
Recessed entry/porch	:	Width	:	0.00 ft				
	:	Length	:	0.00 ft				
	:	Corner installation	:	N/A				
	:	Installed flat/vault	:	Flat				
Water Heater	:	Uninsulated outside access	:	No				
	:	Interior wall length	:	0 ft				
Rim joist	:	Insulated (Yes/No)	:	No				
	:	Width	:		U-Value	:	BTU/TD	
Doors	:	36.50	:	81.50	0	:	0.00	
	:	38.50	:	81.50	1	:	22 0.3990 8.69	
Windows:	:	30.50	:	60.50	9	:	115 0.4800 55.36	
Total Area =	190 sf	46.50	:	12.50	1	:	4 0.4800 1.94	
		30.50	:	12.50	5	:	13 0.4800 6.35	
		30.50	:	36.50	0	:	0 0.4800 0.00	
		30.50	:	27.50	1	:	6 0.4800 2.80	
		24.50	:	60.50	5	:	51 0.4800 24.70	
		0.00	:	0.00	0	:	0 0.4800 0.00	
		0.00	:	0.00	0	:	0 0.4800 0.00	
		0.00	:	0.00	0	:	0 0.4800 0.00	
Slgd/Fmch Doors	:	71.25	:	80.25	1	:	40 0.6600 26.21	
	:	0.00	:	0.00	0	:	0 0.0000 0.00	
Gross Wall	:	----	:	----	1456	:	----	
Net Wall	:	----	:	----	1205	:	0.0907 109.27	
Water heater walls	:	----	:	----	0	:	0.0000 0.00	
Skylights: Flat	:	0.00	:	0.00	0	:	0 0.0000 0.00	
Skylights: Vaulted	:	0.00	:	0.00	0	:	0 0.0000 0.00	
Gross flat ceiling	:	----	:	----	1640	:	----	
Net flat ceiling	:	----	:	----	1640	:	0.0406 66.60	
Gross vaulted ceiling	:	----	:	----	0	:	----	
Net vaulted ceiling	:	----	:	----	0	:	0.0000 0.00	
Marriage knee wall	:	----	:	----	0.00	:	0.0000 0.00	
Duct factor	:	----	:	----	----	:	1.86	
Int Duct: Main Trunk	:	1.17	:	51.00	60	:	0.0917 10.14	
Int Duct: Extensions	:	0.42	:	5.38	2	:	0.1378 0.57	
Gross floor area	:	----	:	----	1640	:	----	
Net floor area	:	----	:	----	1578	:	0.0675 106.49	
Uninsulated rim joist	:	----	:	----	40	:	0.2946 11.79	
External duct	:	1.00	:	25	78.5398	:	0.1199 17.49	
Thermal Envelope Area	:	4855						
Total BTUH loss	:	448						
Actual Uo	:	0.092						
Allowable/Adjusted Uo	:	0.096						
Compliance with HUD	:	Yes						
Perimeter length	:	175						
Winter Design Temp	:	0						
Infiltration Loss	:	122						
Total Heat Loss	:	571						
Certification Temperatures				EB10	EB12	EB15	EB20	
Furnace Output	:	56000	62000	72000	34120	40944	51180	68240
Maximum glazed area	:	190	190	190	190	190	190	190
Certification Temp	:	-28	-39	-56	10	-2	-20	-50
Economy Certification Temp	:	1	-6	-18	30	20	7	-14

Notes:  
1. Only the length of extension duct outside of the I-beams is to be included.





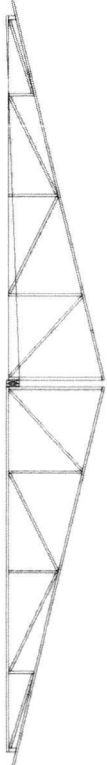
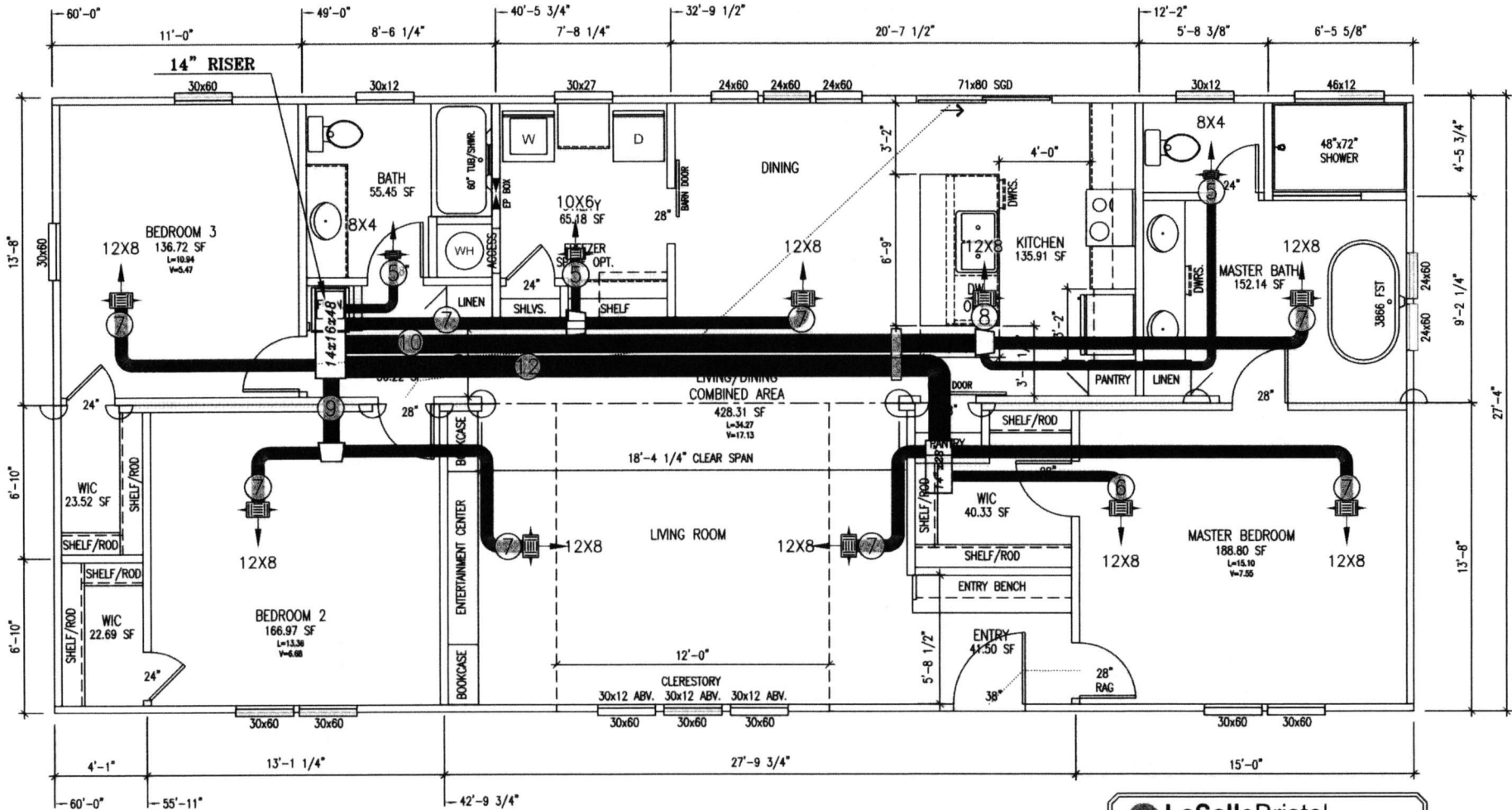
**New Vision Manufacturing**  
**Thermal Energy Calculations**

2/2/2023

Description	: Model NV-2807 W/CLERESTORY & SGD							
Temperature Zone	: III							
Insulation Package	: Floor : 22 Fiberglas							
Package No:	10	: Wall : 13 Fiberglas						
		: Vaulted ceiling : NA						
		: Flat ceiling : 44 Blown						
		: Internal duct : 5.375 Main				: 4 Extension		
		: External duct : 8						
		: Windows : Thermopane						
		: Doors : Per Spec						
		: Skylights : Per Spec						
		: Furnace Efficiency : 75%						
Main unit		: Width : 27.33 ft		: Clerestory : Yes				
		: Length : 60.00 ft		: Width : 12 ft				
		: Ceiling height at sidewall : 8.00 ft		: Area : 59				
		: Ceiling height at center : 0.00 ft						
		: Vaulted ceiling length : 0.00 ft						
		: Length of vault knee wall : 0.00 ft						
		: Offset length : 0.00 ft						
Tag/bay		: Width : 0.00 ft						
		: Length : 0.00 ft						
		: Ceiling height at sidewall : 0.00 ft						
		: Ceiling height at center : 0.00 ft						
		: Vaulted ceiling length : 0.00 ft						
Recessed entry/porch		: Width : 0.00 ft						
		: Length : 0.00 ft						
		: Corner installation : N/A						
		: Installed flat/vault : Flat						
Water Heater		: Uninsulated outside access : No						
		: Interior wall length : 0 ft						
Rim joist		: Insulated (Yes/No) : No						
		Width	Height	Qty	Area	U-Value	BTU/TD	
Doors		36.50	81.50	0	0	0.5110	0.00	
		38.50	81.50	1	22	0.3990	8.69	
Windows:		30.50	60.50	9	115	0.4800	55.36	
Total Area =	190 sf	46.50	12.50	1	4	0.4800	1.94	
		30.50	12.50	5	13	0.4800	6.35	
		30.50	36.50	0	0	0.4800	0.00	
		30.50	27.50	1	6	0.4800	2.80	
		24.50	60.50	5	51	0.4800	24.70	
		0.00	0.00	0	0	0.4800	0.00	
		0.00	0.00	0	0	0.4800	0.00	
		0.00	0.00	0	0	0.4800	0.00	
Slidg/Frnch Doors		71.25	80.25	1	40	0.6600	26.21	
		0.00	0.00	0	0	0.0000	0.00	
Gross Wall		----	----	----	1456	----	----	
Net Wall		----	----	----	1205	0.0817	98.46	
Water heater walls		----	----	----	0	0.0000	0.00	
Skylights: Flat		0.00	0.00	0	0	0.0000	0.00	
Skylights: Vaulted		0.00	0.00	0	0	0.0000	0.00	
Gross flat ceiling		----	----	----	1640	----	----	
Net flat ceiling		----	----	----	1640	0.0302	49.53	
Gross vaulted ceiling		----	----	----	0	----	----	
Net vaulted ceiling		----	----	----	0	0.0000	0.00	
Marriage knee wall		----	----	----	0.00	0.0000	0.00	
Duct factor		----	----	----	----	1.67	----	
Int Duct: Main Trunk		1.17	51.00	----	60	0.0577	5.72	
Int Duct: Extensions		0.42	5.38	----	2	0.1369	0.51	
Gross floor area		----	----	----	1640	----	----	
Net floor area		----	----	----	1578	0.0445	70.19	
Uninsulated rim joist		----	----	----	40	0.2946	11.79	
External duct		1.00	25	----	78.5398	0.1199	15.70	
Thermal Envelope Area		4855						
Total BTUH loss		378						
Actual Uo		0.078						
Allowable/Adjusted Uo		0.079						
Compliance with HUD		Yes						
Perimeter length		175						
Winter Design Temp		-20						
Infiltration Loss		122						
Total Heat Loss		500						
Certification Temperatures					EB10	EB12	EB15	EB20
Furnace Output	56000	62000	72000	34120	40944	51180	68240	
Maximum glazed area	190	190	190	190	190	190	190	
Certification Temp	-42	-54	-74	2	-12	-32	-66	
Economy Certification Temp	-8	-17	-31	22	13	-2	-25	
Notes:	1. Only the length of extension duct outside of the I-beams is to be included.							



FP-2807.8.12




**LaSalleBristol**  
 Manufacturing  
 Engineered System Using  
 Overhead Graduated Flex  
 Ducts w/ Ceiling Diffusers  
 for Up-Flow Split A/C

NV-2807

APPROVED BY  
  
 2/13/2023  
 FEDERAL MANUFACTURED HOME  
 CONSTRUCTION AND SAFETY STANDARDS

# APPLICATION ENGINEERING FOR HEATING AND COOLING

New Vision Manufacturing  
1000 North Industrial Road  
Madill, OK 73446



Manufacturer's Model #: NV-2807  
HVAC System Type: OVERHEAD GRAD FLEX FOR UP-FLOW (SPLIT A/C)

Prepared By LaSalle Air Systems 2/9/2023 (Method & Output © 2023)  
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## ENTIRE HOUSE VALUES - DESIGN ZONE: 1 (HUD) 29N Latitude

**COOLING LOAD:** 46,276 Btuh for Outside Temp/Humidity of 102 ° F ( 38 C)/ 25% and Inside reduced to 75 ° F ( 23 C)/ 50%  
**HEATING LOAD:** 43,735 Btuh based on outside temp of 10 ° F ( -13 C) with inside temp raised to 72 ° F ( 22 C)  
**OVERALL HEAT LOSS COEFFICIENT:** 0.101 **Crawlspace is not heated by the primary air handler.**

## CONSTRUCTION DETAILS & U / SHGC VALUES: (11+Non-ins Rim - 11 - 22)

Total Cond. Floor Area:	1640.00 s.f.	TRUE Outside Perimeter:	185.67	ft			
Level 1 Ceiling:	96 to 120 in.	Level 2 Ceiling:	0 to 0 in.	Level 3 Ceiling:	0 to 0 in.	Net Roof Area (less ducts):	1480.5 s.f.
Primary Wall Area:	1281.49 s.f. (Net)	Dark Roof(U):	0.043	FLOOR DUCTS (U):	n/a	Duct TEL	
Secondary Wall Area:	0.00 s.f. (Net)	Prim Wall (U):	0.091	ATTIC DUCTS (U):	0.238		377.4 ft
TOTAL Std window	184.46 s.f.	Sec Wall (U):	0.045	EXT. DUCTS (U):	0.125		
TOTAL S.G.D.	39.44 s.f.	Exp Floor(U):	0.086	INFLOOR DUCT AREA:	0	S.F. @ 52.4 TD/ 34.6 TD	
TOTAL Shaded Std windr	0.00 s.f.	Std windr	0.480 / 0.64	ATTIC DUCT AREA:	233.42	S.F. @ 102 TD/ 102.9 TD	
TOTAL Skylite	0.00 s.f.	S.G.D.	0.570 / 0.64	EXT. DUCT AREA:	0	S.F. @ 102 TD/ 55 TD	
TOTAL Door1 Area:	21.11 s.f.	Shaded ε	0.480 / 0.08	PEOPLE:	4	4563.1 Btuh Total Appliances	
TOTAL Door2 Area:	0.00 s.f.	Skylite	0.790 / 0.95	FIREPLACES:	0		
All Glass % of Floor:	13.65 %	Door 1:	0.400	DUCT GAIN: @ Average	6461	Btuh	
All Glass % of Wall:	14.67 %	Door 2:	0.510	DUCT LOSS:	7375	Btuh	
Mech. Ventilation per MHCSS 3280.103(b) :			57 cfm	Summer Infiltr (10 mph):	41.0	cfm	
LATENT GAIN:	1794 Btuh	Altitude:	500 ft	Winter Infiltration (20 mph):	77.4	cfm	@ Semi-Tight

## ROOM BY ROOM VALUES:

Heat Exiting Furnace: 95 deg A/C Exiting : 50 deg				1852.1 FPM, max velocity in trunk #: 2				
Actual heating and cooling required in each room and flow set to maximum of either heating or cooling				0.33 Max pressure at A/H				
				Cooling Air Values for 5 ton unit		Heating Air Values for 60 15.0 kW 90 % Gas/Oil Elec		Maximum A/C capacity per MHCSS 3280.715 Calibrated Blower Test
ROOM NAME	HEATING LOSS (Btu)	COOLING GAIN (Btu)	CFM DIST	CFM	Btuh	CFM	Btuh E Btuh	Btuh (alt adj)
Living Room	c 7,021	8,052	268	368	10,175	334	9,780 9,269	10,889
WIC	c 477	283	31	-	-	-	-	-
Entry	c 1,421	883	53	-	-	-	-	-
M. Bedroom	h 6,007	6,009	217	297	8,225	270	7,906 7,493	8,808
M. Bath	h 5,537	5,822	200	256	7,081	233	6,806 6,450	7,579
Kitchen	c 4,217	5,819	211	286	7,915	260	7,608 7,211	8,438
Dining	c 3,678	4,729	172	185	5,128	168	4,928 4,671	5,377
Utility	h 2,298	2,040	83	80	2,226	73	2,140 2,028	2,335
Bath	h 2,339	1,822	84	86	2,387	78	2,294 2,174	2,555
Bedroom #3	h 5,763	5,643	208	232	6,430	211	6,180 5,858	6,882
Bedroom #2	c 4,978	5,176	188	202	5,595	184	5,377 5,096	5,988
TOTALS	43,735	46,276	1,714	1,994	55,161	1,813	53,019 50,250	58,851

# APPLICATION ENGINEERING FOR HEATING AND COOLING

New Vision Manufacturing  
1000 North Industrial Road  
Madill, OK 73446



Manufacturer's Model #: NV-2807  
HVAC System Type: OVERHEAD GRAD FLEX FOR UP-FLOW (SPLIT A/C)

Prepared By LaSalle Air Systems 2/9/2023 (Method & Output © 2023)  
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## ENTIRE HOUSE VALUES - DESIGN ZONE: 2 (HUD) 36N Latitude

COOLING LOAD: 40,390 Btuh for Outside Temp/Humidity of 97 ° F ( 36 C) 23% and Inside reduced to 75 ° F ( 23 C) 50%  
HEATING LOAD: 44,894 Btuh based on outside temp of 0 ° F ( -18 C) with inside temp raised to 72 ° F ( 22 C)  
OVERALL HEAT LOSS COEFFICIENT: 0.087 Crawlspc is not heated by the primary air handler.

## CONSTRUCTION DETAILS & U / SHGC VALUES: (22+Non-ins Rim - 11 - 22)

Total Cond. Floor Area:	1640.00 s.f.	TRUE Outside Perimeter:	185.67 ft		
Level 1 Ceiling:	96 to 120 in.	Level 2 Ceiling:	0 to 0 in.	Level 3 Ceiling:	0 to 0 in.
Primary Wall Area:	1281.49 s.f. (Net)	Dark Roof(U):	0.043	FLOOR DUCTS (U):	n/a Duct TEL
Secondary Wall Area:	0.00 s.f. (Net)	Prim Wall (U):	0.091	ATTIC DUCTS (U):	0.238 377.4 ft
TOTAL Std window	184.46 s.f.	Sec Wall (U):	0.045	EXT. DUCTS (U):	0.125
TOTAL S.G.D.	39.44 s.f.	Exp Floor(U):	0.044	INFLOOR DUCT AREA:	0 S.F. @ 54.4 TD/ 30.6 TD
TOTAL Shaded Std windr	0.00 s.f.	Std wind: 0.480 / 0.64		ATTIC DUCT AREA:	233.42 S.F. @ 112 TD/ 95.5 TD
TOTAL Skylite	0.00 s.f.	S.G.D.: 0.570 / 0.64		EXT. DUCT AREA:	0 S.F. @ 112 TD/ 50 TD
TOTAL Door1 Area:	21.11 s.f.	Shaded S	0.480 / 0.08	PEOPLE:	4 4563.1 Btuh Total Appliances
TOTAL Door2 Area:	0.00 s.f.	Skylite	0.790 / 0.95	FIREPLACES:	0
All Glass % of Floor:	13.65 %	Door 1:	0.400	DUCT GAIN: @ Average	5881 Btuh
All Glass % of Wall:	14.67 %	Door 2:	0.510	DUCT LOSS:	8107 Btuh
Mech. Ventilation per MHCSS 3280.103(b) :			57 cfm	Summer Infiltr (10 mph):	41.0 cfm
LATENT GAIN:	633 Btuh	Altitude:	1900 ft	Winter Infiltration (20 mph):	77.4 cfm @ Semi-Tight

## ROOM BY ROOM VALUES:

Heat Exiting Furnace:	95 deg	A/C Exiting :	48 deg		1852.1 FPM, max velocity in trunk #: 2	
Actual heating and cooling required in each room and flow set to maximum of either heating or cooling				Cooling Air Values for 5 ton unit	Heating Air Values for 60 15.0 kW 90 % Gas/Oil Elec	Maximum A/C capacity per MHCSS 3280.715 Calibrated Blower Test
ROOM NAME	HEATING LOSS (Btu)	COOLING GAIN (Btu)	CFM DIST	CFM Btuh	CFM Btuh E Btuh	Btuh (alt adj)
Living Room	7,157	7,075	272	368 10,135	334 9,291	8,805 10,345
WIC	387	211	26	-	-	-
Entry	1,495	731	57	-	-	-
M. Bedroom	6,210	5,244	236	297 8,193	270 7,510	7,118 8,367
M. Bath	5,785	5,114	220	256 7,053	233 6,465	6,128 7,199
Kitchen	4,391	5,162	180	286 7,884	260 7,227	6,850 8,016
Dining	3,760	4,173	146	185 5,108	168 4,682	4,437 5,108
Utility	2,293	1,745	87	80 2,218	73 2,033	1,927 2,218
Bath	2,307	1,535	88	86 2,377	78 2,179	2,065 2,427
Bedroom #3	6,050	4,906	230	232 6,405	211 5,871	5,565 6,537
Bedroom #2	5,060	4,493	192	202 5,573	184 5,108	4,841 5,688
TOTALS	44,894	40,390	1,732	1,994 54,945	1,813 50,366	47,736 55,906

# APPLICATION ENGINEERING FOR HEATING AND COOLING

New Vision Manufacturing  
1000 North Industrial Road  
Madill, OK 73446



Manufacturer's Model #: NV-2807  
HVAC System Type: OVERHEAD GRAD FLEX FOR UP-FLOW (SPLIT A/C)

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## ENTIRE HOUSE VALUES - DESIGN ZONE: 3 (HUD) 44N Latitude

**COOLING LOAD:** 35,117 Btuh for Outside Temp/Humidity of 94 ° F ( 34 C)/ 28% and Inside reduced to 75 ° F ( 23 C)/ 50%  
**HEATING LOAD:** 44,741 Btuh based on outside temp of -10 ° F ( -24 C) with inside temp raised to 72 ° F ( 22 C)  
**OVERALL HEAT LOSS COEFFICIENT:** 0.077 **Crawlspace is not heated by the primary air handler.**

## CONSTRUCTION DETAILS & U / SHGC VALUES: (22+Non-ins Rim - 13 - 30)

Total Cond. Floor Area:	1640.00 s.f.	TRUE Outside Perimeter:	185.67 ft		
Level 1 Ceiling:	96 to 120 in.	Level 2 Ceiling:	0 to 0 in.	Level 3 Ceiling:	0 to 0 in.
Primary Wall Area:	1281.49 s.f. (Net)	Dark Roof(U):	0.032	FLOOR DUCTS (U):	n/a
Secondary Wall Area:	0.00 s.f. (Net)	Prim Wall (U):	0.079	ATTIC DUCTS (U):	0.238
TOTAL Std window	184.46 s.f.	Sec Wall (U):	0.039	EXT. DUCTS (U):	0.125
TOTAL S.G.D.	39.44 s.f.	Exp Floor(U):	0.044	INFLOOR DUCT AREA:	0 S.F. @ 56.4 TD/ 28.2 TD
TOTAL Shaded Std windr	0.00 s.f.	Std windr	0.480 / 0.64	ATTIC DUCT AREA:	127.06 S.F. @ 122 TD/ 91.1 TD
TOTAL Skylite	0.00 s.f.	S.G.D.	0.570 / 0.64	EXT. DUCT AREA:	0 S.F. @ 122 TD/ 47 TD
TOTAL Door1 Area:	21.11 s.f.	Shaded ε	0.480 / 0.08	PEOPLE:	4 4563.1 Btuh Total Appliances
TOTAL Door2 Area:	0.00 s.f.	Skylite	0.790 / 0.95	FIREPLACES:	0
All Glass % of Floor:	13.65 %	Door 1:	0.400	DUCT GAIN: @ Average	3233 Btuh
All Glass % of Wall:	14.67 %	Door 2:	0.510	DUCT LOSS:	5751 Btuh
Mech. Ventilation per MHCSS 3280.103(b) :			57 cfm	Summer Infiltr (10 mph):	41.0 cfm
LATENT GAIN:	952 Btuh	Altitude:	3000 ft	Winter Infiltration (20 mph):	77.4 cfm @ Semi-Tight

## ROOM BY ROOM VALUES:

Heat Exiting Furnace: 98 deg A/C Exiting : 49 deg  
 Actual heating and cooling required in each room and flow set to maximum of either heating or cooling

1569.2 FPM, max velocity in trunk #: 2  
 0.21 Max pressure at A/H

ROOM NAME	HEATING LOSS (Btu)	COOLING GAIN (Btu)	CFM DIST	Cooling Air Values for 4 ton unit		Heating Air Values for 60 15.0 kW 90 % Gas/Oil Elec			Maximum A/C capacity per MHCSS 3280.715 Calibrated Blower Test Btuh (alt adj)
				CFM	Btuh	CFM	Btuh	E	
Living Room	7,089	6,147	242	312	8,003	289	8,922	8,456	9,936
WIC	415	185	16	-	-	-	-	-	-
Entry	1,633	682	56	-	-	-	-	-	-
M. Bedroom	6,020	4,423	206	252	6,466	233	7,209	6,833	8,036
M. Bath	5,583	4,319	191	217	5,566	201	6,205	5,881	6,915
Kitchen	4,538	4,669	158	243	6,233	225	6,949	6,586	7,699
Dining	3,813	3,724	130	157	4,042	146	4,507	4,271	4,906
Utility	2,204	1,430	75	68	1,751	63	1,952	1,850	2,131
Bath	2,195	1,214	75	73	1,872	68	2,088	1,979	2,331
Bedroom #3	6,143	4,367	210	197	5,058	183	5,639	5,344	6,279
Bedroom #2	5,108	3,959	175	171	4,400	159	4,906	4,650	5,463
<b>TOTALS</b>	<b>44,741</b>	<b>35,117</b>	<b>1,534</b>	<b>1,689</b>	<b>43,391</b>	<b>1,566</b>	<b>48,375</b>	<b>45,849</b>	<b>53,697</b>

### Duct Design Input

Model	NV-2807	Mfg.	NEW VISION	Date	2/9/2023	Source	FLOOR PLAN
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Design Type	Flow Direction	Plenum Connection	Plenum Location	Plenum Width X Plenum Length
Double-section	Down Flow	Direct to a Trunk	Floor B	11 X 13 (Sqr. in)

Note: all the unspecified dimensions are in inches.

Crossover	Supply	To	Material	H/D	Width	Length (ft)	Offset Dir.	Offset
1	Floor B	Floor A	Flex	12	N/A	25	Center	0

Floor A	Vertical	Material	Trunk H	Trunk W					
First Floor		Aluminum	5	14					
	Direction	Distance (ft)	Boot Type	Boot H/D	Boot W	Boot L (ft)	Reg. Type	Register H	Register W
	Left 1	8.667	Reg. Boot	4	10	0.5	Boot Reg.	4	10
	Left 2	14.25	Reg. Boot	4	10	0.5	Boot Reg.	4	10
	Right 1	8.667	Reg. Boot	4	10	0.5	Boot Reg.	4	10
	Right 2	9.333	Reg. Boot	4	10	0.5	Boot Reg.	4	10
	Right 3	12	Reg. Boot	4	10	0.5	Boot Reg.	4	10

Floor B	Vertical	Material	Trunk H	Trunk W					
First Floor		Aluminum	5	14					
	Direction	Distance (ft)	Boot Type	Boot H/D	Boot W	Boot L (ft)	Reg. Type	Register H	Register W
	Left 1	1.833	Reg. Boot	4	10	0.5	Boot Reg.	4	10
	Right 1	3.083	Flex (T)	5	N/A	7.667	Boot Reg.	4	10
	Right 2	11.083	Flex (T)	5	N/A	1	Boot Reg.	4	10
	Right 3	1.833	Reg. Boot	4	10	0.5	Boot Reg.	4	10
	Right 4	10.167	Reg. Boot	4	10	0.5	Boot Reg.	4	10
	Right 5	14.25	Flex (T)	5	N/A	7.667	Boot Reg.	4	10

### Duct Design Performance

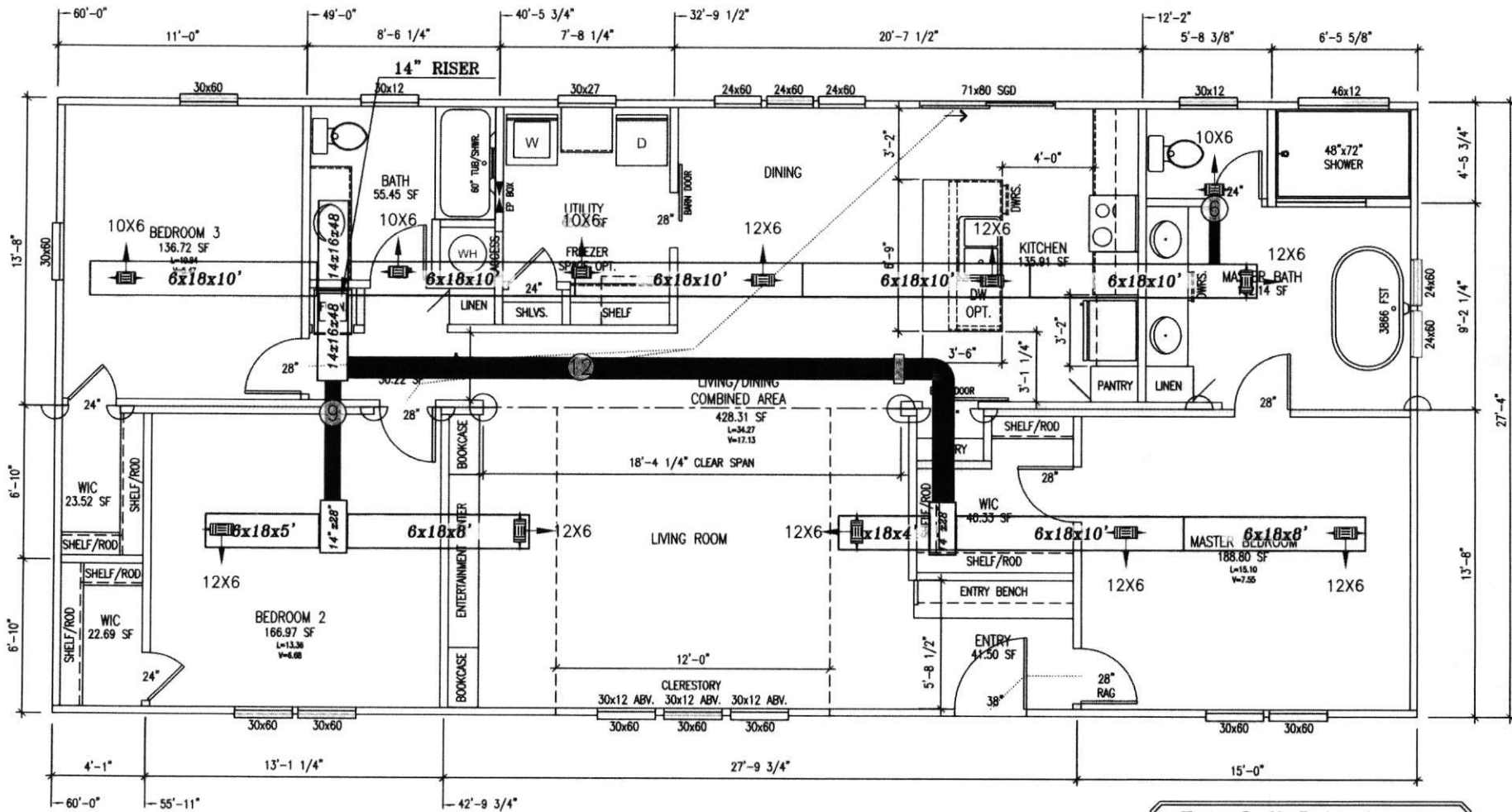
The refrigerated air cooling supply duct system including registers must be capable of handling at least 300 cfm per 10,000 Btuh with a static pressure no greater than 0.3 inches of water when measured at room temperature-HUD Manufactured Home Construction and Safety Standards, Part 3280.715 (a) (3) (ii)

Performance Calculated at a Static Pressure of 0.3 in. wc.

Air Flow Rate (SCFM)	1784	Duct Capacity (Btu/Hr)	59500
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APPROVED BY  
**NIA** INC.  
 FEDERAL MANUFACTURED HOME  
 CONSTRUCTION AND SAFETY STANDARDS

NV-2807

**LaSalleBristol**  
 Manufacturing  
 Non-Engineered System  
 Using Overhead Duct  
 Board w/ Ceiling Diffusers  
 for Up-Flow Split A/C

# APPLICATION ENGINEERING FOR HEATING AND COOLING



New Vision Manufacturing  
1000 North Industrial Road  
Madill, OK 73446

Manufacturer's Model #: NV-2807  
HVAC System Type: OVERHEAD STRAIGHT D.B. FOR UP-FLOW (IN-LINE)

Prepared By LaSalle Air Systems 2/9/2023 (Method & Output © 2023)  
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Calculations on this page are based on design standards set forth in ASHRAE and ACCA Manuals J Rev 8.2 and D Rev 1.1. System registers are NOT located for best distribution based on Manual T. Design calculations are based on worst case orientation. Duct & register sizes do not meet Manual D specs.

## ENTIRE HOUSE VALUES - DESIGN ZONE: 1 (HUD) 29N Latitude

**COOLING LOAD:** 49,449 Btuh for Outside Temp/Humidity of 102 ° F ( 38 C)/ 25% and Inside reduced to 75 ° F ( 23 C)/ 50%  
**HEATING LOAD:** 49,316 Btuh based on outside temp of 10 ° F ( -13 C) with inside temp raised to 72 ° F ( 22 C)  
**OVERALL HEAT LOSS COEFFICIENT:** 0.099 **Crawlspace is not heated by the primary air handler.**

## CONSTRUCTION DETAILS & U / SHGC VALUES: (11+Non-ins Rim - 11 - 22)

Total Cond. Floor Area:	1640.00 s.f.	TRUE Outside Perimeter:	185.67 ft		
Level 1 Ceiling:	96 to 120 in.	Level 2 Ceiling:	0 to 0 in.	Level 3 Ceiling:	0 to 0 in.
Primary Wall Area:	1281.49 s.f. (Net)	Dark Roof(U):	0.043	FLOOR DUCTS (U):	0.064 Duct TEL
Secondary Wall Area:	0.00 s.f. (Net)	Prim Wall (U):	0.091	ATTIC DUCTS (U):	0.238 390 ft
TOTAL Std window	184.46 s.f.	Sec Wall (U):	0.045	EXT. DUCTS (U):	0.125
TOTAL S.G.D.	39.44 s.f.	Exp Floor(U):	0.086	INFLOOR DUCT AREA:	332.92 S.F. @ 52.4 TD/ 34.6 TD
TOTAL Shaded Std windr	0.00 s.f.	Std windc 0.480 / 0.64		ATTIC DUCT AREA:	231.2 S.F. @ 102 TD/ 102.9 TD
TOTAL Skylite	0.00 s.f.	S.G.D. 0.570 / 0.64		EXT. DUCT AREA:	0 S.F. @ 102 TD/ 55 TD
TOTAL Door1 Area:	21.11 s.f.	Shaded ε 0.480 / 0.08		PEOPLE:	4 4563.1 Btuh Total Appliances
TOTAL Door2 Area:	0.00 s.f.	Skylite 0.790 / 0.95		FIREPLACES:	0
All Glass % of Floor:	13.65 %	Door 1: 0.400		DUCT GAIN: @ Average	9127 Btuh
All Glass % of Wall:	14.67 %	Door 2: 0.510		DUCT LOSS:	12994 Btuh
Mech. Ventilation per MHCSS 3280.103(b) :		57 cfm		Summer Infiltr (10 mph):	41.0 cfm
LATENT GAIN:	2340 Btuh	Altitude: 500 ft		Winter Infiltration (20 mph):	77.4 cfm @ Semi-Tight

## ROOM BY ROOM VALUES:

Heat Exiting Furnace:	95 deg	A/C Exiting :	50 deg			1900.3 FPM, max velocity in trunk #: 2			
	Actual heating and cooling required in each room and flow set to maximum of either heating or cooling					0.33 Max pressure at A/H			
				Cooling Air Values for		Heating Air Values for			Maximum A/C capacity per MHCSS 3280.715 Calibrated Blower Test
				5 ton unit		60 90 % Gas/Oil		15.0 kW Elec	
ROOM NAME	HEATING LOSS (Btu)	COOLING GAIN (Btu)	CFM DIST	CFM Btuh	CFM Btuh	E Btuh	Btuh	Btuh	Btuh (alt adj)
Living Room h	8,059	8,630	298	535 14,433	487 13,872		13,148		15,675
WIC c	474	284	40	-	-		-		-
Entry c	1,417	902	62	-	-		-		-
M. Bedroom h	7,297	6,753	270	397 10,704	361 10,288		9,751		11,574
M. Bath h	6,167	6,089	228	158 4,250	143 4,085		3,871		4,510
Kitchen c	4,604	6,043	222	114 3,064	103 2,945		2,791		3,243
Dining c	4,106	4,975	183	110 2,978	100 2,862		2,713		3,153
Utility h	2,786	2,313	103	83 2,239	75 2,152		2,040		2,384
Bath h	2,849	2,107	105	81 2,180	73 2,095		1,986		2,320
Bedroom #3 h	6,083	5,866	225	335 9,025	304 8,675		8,222		10,030
Bedroom #2 h	5,473	5,488	203	233 6,289	212 6,045		5,729		6,672
<b>TOTALS</b>	<b>49,316</b>	<b>49,449</b>	<b>1,940</b>	<b>2,046 55,161</b>	<b>1,860 53,019</b>		<b>50,250</b>		<b>59,561</b>



# APPLICATION ENGINEERING FOR HEATING AND COOLING

New Vision Manufacturing  
1000 North Industrial Road  
Madill, OK 73446



Manufacturer's Model #: NV-2807  
HVAC System Type: OVERHEAD STRAIGHT D.B. FOR UP-FLOW (IN-LINE)

Prepared By LaSalle Air Systems 2/9/2023 (Method & Output © 2023)  
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Calculations on this page are based on design standards set forth in ASHRAE and ACCA Manuals J Rev 8.2 and D Rev 1.1. System registers are NOT located for best distribution based on Manual T. Design calculations are based on worst case orientation. Duct & register sizes do not meet Manual D specs.

## ENTIRE HOUSE VALUES - DESIGN ZONE: 2 (HUD) 36N Latitude

**COOLING LOAD:** 42,051 Btuh for Outside Temp/Humidity of 97 ° F ( 36 C)/ 23% and Inside reduced to 75 ° F ( 23 C)/ 50%  
**HEATING LOAD:** 50,501 Btuh based on outside temp of 0 ° F ( -18 C) with inside temp raised to 72 ° F ( 22 C)  
**OVERALL HEAT LOSS COEFFICIENT: 0.084** Crawlspcace is not heated by the primary air handler.

## CONSTRUCTION DETAILS & U / SHGC VALUES: (22+Non-ins Rim - 11 - 22)

Total Cond. Floor Area:	1640.00 s.f.	TRUE Outside Perimeter:	185.67	ft			
Level 1 Ceiling:	96 to 120 in.	Level 2 Ceiling:	0 to 0 in.	Level 3 Ceiling:	0 to 0 in.	Net Roof Area (less ducts):	1466.5 s.f.
Primary Wall Area:	1281.49 s.f. (Net)	Dark Roof(U):	0.043	FLOOR DUCTS (U):	0.0377	Duct TEL	
Secondary Wall Area:	0.00 s.f. (Net)	Prim Wall (U):	0.091	ATTIC DUCTS (U):	0.238		390 ft
TOTAL Std window	184.46 s.f.	Sec Wall (U):	0.045	EXT. DUCTS (U):	0.125		
TOTAL S.G.D.	39.44 s.f.	Exp Floor(U):	0.044	INFLOOR DUCT AREA:	332.92	S.F. @ 54.4 TD/ 30.6 TD	
TOTAL Shaded Std wind	0.00 s.f.	Std wind: 0.480 / 0.64		ATTIC DUCT AREA:	231.2	S.F. @ 112 TD/ 95.5 TD	
TOTAL Skylite	0.00 s.f.	S.G.D. 0.570 / 0.64		EXT. DUCT AREA:	0	S.F. @ 112 TD/ 50 TD	
TOTAL Door1 Area:	21.11 s.f.	Shaded $\xi$ 0.480 / 0.08		PEOPLE:	4	4563.1 Btuh Total Appliances	
TOTAL Door2 Area:	0.00 s.f.	Skylite 0.790 / 0.95		FIREPLACES:	0		
All Glass % of Floor:	13.65 %	Door 1: 0.400		DUCT GAIN: @ Average	7751	Btuh	
All Glass % of Wall:	14.67 %	Door 2: 0.510		DUCT LOSS:	13757	Btuh	
Mech. Ventilation per MHCSS 3280.103(b) :		57 cfm		Summer Infiltr (10 mph):	41.0	cfm	
LATENT GAIN:	460 Btuh	Altitude: 1900 ft		Winter Infiltration (20 mph):	77.4	cfm @ Semi-Tight	

## ROOM BY ROOM VALUES:

Heat Exiting Furnace: 103 deg A/C Exiting : 51 deg  
 Actual heating and cooling required in each room and flow set to maximum of either heating or cooling

1612.3 FPM, max velocity in trunk #: 2  
 0.21 Max pressure at A/H

ROOM NAME	HEATING LOSS (Btu)	COOLING GAIN (Btu)	CFM DIST	Cooling Air Values for 4 ton unit		Heating Air Values for 90 % Gas/Oil 70 17.5 kW Elec			Maximum A/C capacity per MHCSS 3280.715 Calibrated Blower Test Btuh (alt adj)
				CFM	Btuh	CFM	Btuh	E	
Living Room	8,203	7,407	237	454	11,502	421	15,376	14,573	14,891
WIC	383	206	31	-	-	-	-	-	-
Entry	1,491	721	49	-	-	-	-	-	-
M. Bedroom	7,522	5,721	217	337	8,531	312	11,405	10,809	10,995
M. Bath	6,396	5,192	185	134	3,386	124	4,527	4,290	4,285
Kitchen	4,776	5,255	186	96	2,443	89	3,266	3,095	3,081
Dining	4,189	4,295	152	94	2,375	87	3,175	3,009	2,995
Utility	2,787	1,915	81	70	1,784	65	2,385	2,260	2,264
Bath	2,824	1,716	82	69	1,736	64	2,321	2,200	2,204
Bedroom #3	6,369	4,972	184	284	7,185	263	9,605	9,104	9,528
Bedroom #2	5,561	4,650	163	198	5,013	184	6,701	6,351	6,338
<b>TOTALS</b>	<b>50,501</b>	<b>42,051</b>	<b>1,567</b>	<b>1,736</b>	<b>43,956</b>	<b>1,609</b>	<b>58,761</b>	<b>55,692</b>	<b>56,581</b>

# APPLICATION ENGINEERING FOR HEATING AND COOLING

New Vision Manufacturing  
1000 North Industrial Road  
Madill, OK 73446

Manufacturer's Model #: NV-2807  
HVAC System Type: OVERHEAD STRAIGHT D.B. FOR UP-FLOW (IN-LINE)



Prepared By LaSalle Air Systems 2/9/2023 (Method & Output © 2023)  
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Calculations on this page are based on design standards set forth in ASHRAE and ACCA Manuals J Rev 8.2 and D Rev 1.1. System registers are NOT located for best distribution based on Manual T. Design calculations are based on worst case orientation. Duct & register sizes do not meet Manual D specs.

## ENTIRE HOUSE VALUES - DESIGN ZONE: 3 (HUD) 44N Latitude

**COOLING LOAD:** 35,497 Btu/h for Outside Temp/Humidity of 94 ° F ( 34 C)/ 28% and Inside reduced to 75 ° F ( 23 C)/ 50%  
**HEATING LOAD:** 49,147 Btu/h based on outside temp of -10 ° F ( -24 C) with inside temp raised to 72 ° F ( 22 C)  
**OVERALL HEAT LOSS COEFFICIENT:** 0.073 **Crawlspace is not heated by the primary air handler.**

## CONSTRUCTION DETAILS & U / SHGC VALUES: (22+Non-ins Rim - 13 - 30)

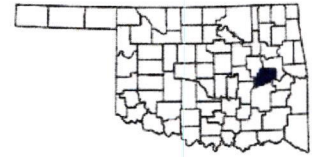
Total Cond. Floor Area:	1640.00 s.f.	TRUE Outside Perimeter:	185.67 ft		
Level 1 Ceiling:	96 to 120 in.	Level 2 Ceiling:	0 to 0 in.	Level 3 Ceiling:	0 to 0 in.
Primary Wall Area:	1281.49 s.f. (Net)	Dark Roof(U):	0.032	FLOOR DUCTS (U):	0.0377 Duct TEL
Secondary Wall Area:	0.00 s.f. (Net)	Prim Wall (U):	0.079	ATTIC DUCTS (U):	0.238 390 ft
TOTAL Std window	184.46 s.f.	Sec Wall (U):	0.039	EXT. DUCTS (U):	0.125
TOTAL S.G.D.	39.44 s.f.	Exp Floor(U):	0.044	INFLOOR DUCT AREA:	332.92 S.F. @ 56.4 TD/ 28.2 TD
TOTAL Shaded Std wind	0.00 s.f.	Std wind: 0.480 / 0.64		ATTIC DUCT AREA:	71.154 S.F. @ 122 TD/ 91.1 TD
TOTAL Skylite	0.00 s.f.	S.G.D. 0.570 / 0.64		EXT. DUCT AREA:	0 S.F. @ 122 TD/ 47 TD
TOTAL Door1 Area:	21.11 s.f.	Shaded ε 0.480 / 0.08		PEOPLE:	4 4563.1 Btu/h Total Appliances
TOTAL Door2 Area:	0.00 s.f.	Skylite 0.790 / 0.95		FIREPLACES:	0
All Glass % of Floor:	13.65 %	Door 1: 0.400		DUCT GAIN: @ Average	3648 Btu/h
All Glass % of Wall:	14.67 %	Door 2: 0.510		DUCT LOSS:	10334 Btu/h
Mech. Ventilation per MHCSS 3280.103(b):		57 cfm		Summer Infiltr (10 mph):	41.0 cfm
LATENT GAIN:	1035 Btu/h	Altitude: 3000 ft		Winter Infiltration (20 mph):	77.4 cfm @ Semi-Tight

## ROOM BY ROOM VALUES:

1612.3 FPM, max velocity in trunk #: 2  
0.21 Max pressure at A/H

Heat Exiting Furnace: 102 deg A/C Exiting: 50 deg  
Actual heating and cooling required in each room and flow set to maximum of either heating or cooling

ROOM NAME	HEATING LOSS (Btu)	COOLING GAIN (Btu)	CFM DIST	Cooling Air Values for 4 ton unit		Heating Air Values for 70 17.5 kW 90 % Gas/Oil Elec			Maximum A/C capacity per MHCSS 3280.715 Calibrated Blower Test Btu/h (alt adj)
				CFM	Btu/h	CFM	Btu/h	E Btu/h	
Living Room h	7,921	6,235	238	454	11,354	421	14,768	13,997	14,302
WIC c	399	175	17	-	-	-	-	-	-
Entry h	1,617	675	49	-	-	-	-	-	-
M. Bedroom h	7,054	4,576	212	337	8,422	312	10,954	10,382	10,561
M. Bath h	6,092	4,279	183	134	3,343	124	4,348	4,121	4,115
Kitchen c	4,841	4,683	160	96	2,412	89	3,137	2,973	2,959
Dining c	4,149	3,749	129	94	2,344	87	3,049	2,890	2,877
Utility h	2,587	1,474	78	70	1,761	65	2,291	2,171	2,175
Bath h	2,597	1,262	78	69	1,714	64	2,229	2,113	2,117
Bedroom #3 h	6,392	4,383	192	284	7,093	263	9,226	8,744	9,152
Bedroom #2 h	5,498	4,006	165	198	4,948	184	6,436	6,100	6,088
<b>TOTALS</b>	<b>49,147</b>	<b>35,497</b>	<b>1,502</b>	<b>1,736</b>	<b>43,391</b>	<b>1,609</b>	<b>56,438</b>	<b>53,491</b>	<b>54,345</b>



**TRINA WILLIAMS**  
**McINTOSH COUNTY ASSESSOR**

P. O. BOX 107  
110 N. First Street  
Eufaula, OK 74432

Phone 918-689-2611  
Fax 918-689-3611  
assessor46tlw@yahoo.com

August 24, 2023

City of Eufaula  
Julie Musgraves

INVOICE

Lots 246 & 247 River Oaks Sub.....\$50.00

Respectfully,

Trina Williams  
McIntosh County Assessor



# McIntosh

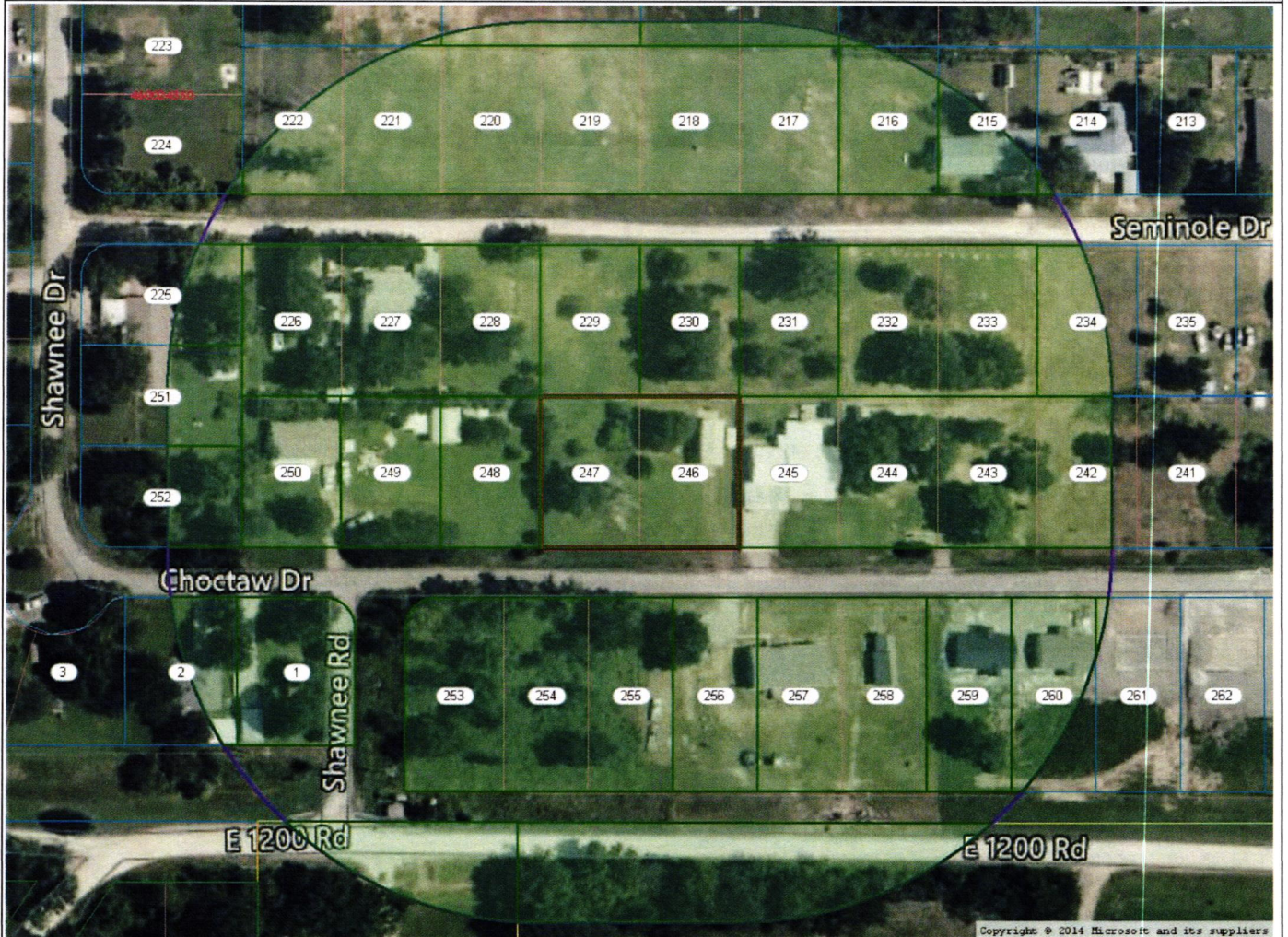
## Parcel Map and Account Listing

Data provided by Trina Williams County Assessor

Date 08/24/2023

Time 15:15:10

### Map Image



### Account List

Account	ParcelID	Situs	Sec/Twn/Rng	Subdivision	Block/Lot	Lot Size	Current Owner	Legal Description
460024576	1250-00-001-250-0-000-00	00740 CHOCTAW DR		RIVER OAKS	0001 / 0250	2 Lots	BAILEY, LANCE A 123 S SENECA AVE BARTLESVILLE OK 74003- Book/Page 1143-0458	LOTS 246 BLK 1 RIVER OAKS 280/1 385/420 448/560 449/336 959/557 1143/458 LOT 247 BLK 1 RIVER OAKS
460040890	1250-00-001-250-0-004-00			RIVER OAKS	0001 / 0250	1 Lots	CAMPBELL, CORY DOUGLAS & MEGAN RACHELLE 4150 ASH NE PIEDMONT OK 73078- Book/Page 1177-0395	LOT 250 BLK 1 RIVER OAKS 1161/679 1177/395
460040889	1250-00-001-250-0-003-00			RIVER OAKS	0001 / 0250	1 Lots	BAILEY, LANCE A 123 S SENECA AVE BARTLESVILLE OK 74003- Book/Page	LOT 249 BLK 1 RIVER OAKS



# McIntosh

## Parcel Map and Account Listing

Data provided by Trina Williams County Assessor

Date 08/24/2023

Time 15:15:10

### Account List

Account	Current Owner	Legal Description
<b>Account</b> 460040887 <b>ParcelID</b> 1250-00-001-250-0-002-00 <b>Situs</b> <b>Sec/Twn/Rng</b> <b>Subdivision</b> RIVER OAKS <b>Block/Lot</b> 0001 / 0250 <b>Lot Size</b> 1 Lots	<b>Current Owner</b> BAILEY, LANCE A  123 S SENECA AVE  BARTLESVILLE OK 74003- <b>Book/Page</b>	<b>Legal Description</b> LOT 248 BLK 1 RIVER OAKS
<b>Account</b> 460024558 <b>ParcelID</b> 1250-00-001-232-0-000-00 <b>Situs</b> <b>Sec/Twn/Rng</b> <b>Subdivision</b> RIVER OAKS <b>Block/Lot</b> 0001 / 0232 <b>Lot Size</b> 2 Lots	<b>Current Owner</b> CHAVEZ, JOHN  742 CHOCTAW DRIVE  EUFAULA OK 74432- <b>Book/Page</b> 1146-0771	<b>Legal Description</b> LOT 232 BLK 1 RIVER OAKS 583/492 662/43 1044/773 1084/25 1146/771 LOT 233 BLK 1 RIVER OAKS 638/303 707/286 769/716 1054/254 1077/775
<b>Account</b> 460024571 <b>ParcelID</b> 1250-00-001-245-0-000-00 <b>Situs</b> 00742 CHOCTAW DR <b>Sec/Twn/Rng</b> <b>Subdivision</b> RIVER OAKS <b>Block/Lot</b> 0001 / 0245 <b>Lot Size</b> 6 Lots	<b>Current Owner</b> CHAVEZ, JOHN  742 CHOCTAW DRIVE  EUFAULA OK 74432- <b>Book/Page</b> 1146-0771	<b>Legal Description</b> LOTS 240-245 BLK 1 RIVER OAKS 638/303 707/286 746/160 769/716 950/257 1043/383 1054/254 1056/451 1127/663
<b>Account</b> 460024545 <b>ParcelID</b> 1250-00-001-217-0-000-00 <b>Situs</b> 00722 SEMINOLE DR EUFAUL <b>Sec/Twn/Rng</b> <b>Subdivision</b> RIVER OAKS <b>Block/Lot</b> 0001 / 0217 <b>Lot Size</b> 6 Lots	<b>Current Owner</b> EMPIRE REAL ESTATE INVESTMENTS, LLC  12600 ROBERTS RD  EDMOND OK 73013- <b>Book/Page</b> 1129-0036	<b>Legal Description</b> LOTS 217-220 BLK 1 RIVER OAKS 408/601 483/40 552/374 657/338 771/103 829/84 905/408 976/318 976/319 976/320 976/322 1129/36
<b>Account</b> 460039681 <b>ParcelID</b> 1250-00-001-204-0-00 -00 <b>Situs</b> <b>Sec/Twn/Rng</b> <b>Subdivision</b> RIVER OAKS <b>Block/Lot</b> 0001 / 0202 <b>Lot Size</b> 2 Lots	<b>Current Owner</b> GRAHAM, DEREK & ROY HENDRICK  3337 EVERETT DR  EDMOND OK 73013- <b>Book/Page</b> 1107-0591	<b>Legal Description</b> LOTS 204-205 RIVER OAKS 1107/591
<b>Account</b> 460024579 <b>ParcelID</b> 1250-00-001-253-0-000-00 <b>Situs</b> <b>Sec/Twn/Rng</b> <b>Subdivision</b> RIVER OAKS <b>Block/Lot</b> 0001 / 0253 <b>Lot Size</b> 3 Lots	<b>Current Owner</b> WILLIAMS, SKEET M.  907 LARUE RD  MCALESTER OK 74501- <b>Book/Page</b> 1087-0277	<b>Legal Description</b> LOTS 253-255 BLK 1 RIVER OAKS 638/303 707/286 769/716 1054/252 1087/277
<b>Account</b> 460001859 <b>ParcelID</b> 0000-12-09N-16E-2-002-00 <b>Situs</b> 00715 E 1200 RD <b>Sec/Twn/Rng</b> 12-9N-16E <b>Subdivision</b> <b>Block/Lot</b> <b>Lot Size</b> 2.0000 Acres	<b>Current Owner</b> HOGUE, ROGER  418163 E 1201 RD  EUFAULA OK 74432-000C <b>Book/Page</b> 0970-0627	<b>Legal Description</b> BEG 451'W NE/C NE NW S418' W209' N418' E209' POB SEC 12-9-16 494/183 708/31 970/627
<b>Account</b> 460001852 <b>ParcelID</b> 0000-12-09N-16E-1-005-00 <b>Situs</b> 418512 E 1200 RD <b>Sec/Twn/Rng</b> 12-9N-16E <b>Subdivision</b> <b>Block/Lot</b> <b>Lot Size</b> 40.8000 Acres	<b>Current Owner</b> SMITH, NORMAN J. & RETTA L.  418512 E 1200 RD EUFAULA OK 74432-326E <b>Book/Page</b> 0947-0556	<b>Legal Description</b> W2 NW NE, E2 NE NW LESS N418' OF W209', BEG SW/C NE NW NE E250' N420' NW'LY TO W/L NE NW NE S TO POB SEC 12-9-16 477/142 701/527 869/73 892/746 893/39 893/664 893/790 947/556 '06 CLAYTON (TITLE CANCELLED 3-1-12)
<b>Account</b> 460024586 <b>ParcelID</b> 1250-00-001-261-0-000-00 <b>Situs</b> 00777 CHOCTAW DR EUFAUL <b>Sec/Twn/Rng</b> <b>Subdivision</b> RIVER OAKS <b>Block/Lot</b> 0001 / 0261 <b>Lot Size</b> 1 Lots	<b>Current Owner</b> THOMAS INVESTMENT PROPERTIES, LLC  413923 E 1090 RD CHECOTAH OK 74426- <b>Book/Page</b> 1127-0437	<b>Legal Description</b> LOT 261 BLK 1 RIVER OAKS 448/555 817/4 820/359 1005/184 1011/564 1066/468 1127/437



# McIntosh

## Parcel Map and Account Listing

Data provided by Trina Williams County Assessor

Date 08/24/2023

Time 15:15:10

### Account List

Account	Current Owner	Legal Description
<b>Account</b> 460024585 <b>ParcelID</b> 1250-00-001-260-0-000-00 <b>Situs</b> 00775 CHOCTAW DR EUFAUL <b>Sec/Twn/Rng</b> <b>Subdivision</b> RIVER OAKS <b>Block/Lot</b> 0001 / 0260 <b>Lot Size</b> 1 Lots	<b>Current Owner</b> THOMAS INVESTMENT PROPERTIES, LLC  413923 E 1090 RD CHECOTAH OK 74426- <b>Book/Page</b> 1127-0437	<b>Legal Description</b> LOT 260 BLK 1 RIVER OAKS 448/555 817/1 820/360 1005/184 1011/564 1066/468 1127/437
<b>Account</b> 460024584 <b>ParcelID</b> 1250-00-001-259-0-000-00 <b>Situs</b> 00773 CHOCTAW DR EUFAUL <b>Sec/Twn/Rng</b> <b>Subdivision</b> RIVER OAKS <b>Block/Lot</b> 0001 / 0259 <b>Lot Size</b> 1 Lots	<b>Current Owner</b> THOMAS INVESTMENT PROPERTIES, LLC  413923 E 1090 RD CHECOTAH OK 74426- <b>Book/Page</b> 1127-0437	<b>Legal Description</b> LOT 259 BLK 1 RIVER OAKS 448/555 817/1 820/361 1005/184 1011/564 1066/468 1127/437
<b>Account</b> 460024582 <b>ParcelID</b> 1250-00-001-256-0-000-00 <b>Situs</b> <b>Sec/Twn/Rng</b> <b>Subdivision</b> RIVER OAKS <b>Block/Lot</b> 0001 / 0256 <b>Lot Size</b> 1 Lots	<b>Current Owner</b> PENDLEY, MICHAEL  213 N "J" STREET EUFAULA OK 74432-000C <b>Book/Page</b> 1072-0633	<b>Legal Description</b> LOT 256 BLK 1 RIVER OAKS 446/358 483/552 1032/427 1065/32 1072/633 1090/431 1090/434
<b>Account</b> 460024560 <b>ParcelID</b> 1250-00-001-234-0-000-00 <b>Situs</b> <b>Sec/Twn/Rng</b> <b>Subdivision</b> RIVER OAKS <b>Block/Lot</b> 0001 / 0234 <b>Lot Size</b> 1 Lots	<b>Current Owner</b> VEGA, EMILIO  410240 E 1090 RD CHECOTAH OK 74426-000C <b>Book/Page</b> 0988-0667	<b>Legal Description</b> LOT 234 BLK 1 RIVER OAKS 413/668 976/320 988/667
<b>Account</b> 460024539 <b>ParcelID</b> 1250-00-001-208-0-000-00 <b>Situs</b> <b>Sec/Twn/Rng</b> <b>Subdivision</b> RIVER OAKS <b>Block/Lot</b> 0001 / 0208 <b>Lot Size</b> 2 Lots	<b>Current Owner</b> PALMER, DARRELL C. & HEATHER D  2204 CROSSHILL FT. SMITH AR 72908-000C <b>Book/Page</b> 0877-0723	<b>Legal Description</b> LOTS 208 & 209 BLK 1 RIVER OAKS 413/667-668 877/723
<b>Account</b> 460024556 <b>ParcelID</b> 1250-00-001-230-0-000-00 <b>Situs</b> <b>Sec/Twn/Rng</b> <b>Subdivision</b> RIVER OAKS <b>Block/Lot</b> 0001 / 0230 <b>Lot Size</b> 1 Lots	<b>Current Owner</b> BAILEY, LANCE A  123 S SENECA AVE  BARTLESVILLE OK 74003- <b>Book/Page</b> 1143-0458	<b>Legal Description</b> LOT 230 BLK 1 RIVER OAKS 512/244 666/20 959/476
<b>Account</b> 460024557 <b>ParcelID</b> 1250-00-001-231-0-000-00 <b>Situs</b> <b>Sec/Twn/Rng</b> <b>Subdivision</b> RIVER OAKS <b>Block/Lot</b> 0001 / 0231 <b>Lot Size</b> 1 Lots	<b>Current Owner</b> BLACK, DON & LINDA  11816 SW 4TH TERR. YUKON OK 73099-000C <b>Book/Page</b> 0400-0217	<b>Legal Description</b> LOT 231 BLK 1 RIVER OAKS 379/327
<b>Account</b> 460024583 <b>ParcelID</b> 1250-00-001-257-0-000-00 <b>Situs</b> <b>Sec/Twn/Rng</b> <b>Subdivision</b> RIVER OAKS <b>Block/Lot</b> 0001 / 0257 <b>Lot Size</b> 1 Lots	<b>Current Owner</b> PENDLEY, MICHAEL & MICHAEL  NICOLE PENDLEY 213 N J ST EUFAULA OK 74432-000C <b>Book/Page</b> 1043-0413	<b>Legal Description</b> LOT 257-258 BLK 1 RIVER OAKS 746/160 950/257 950/261 963/752 1043/413 1090/431
<b>Account</b> 460024543 <b>ParcelID</b> 1250-00-001-215-0-000-00 <b>Situs</b> 00764 SEMINOLE DR <b>Sec/Twn/Rng</b> <b>Subdivision</b> RIVER OAKS <b>Block/Lot</b> 0001 / 0215 <b>Lot Size</b> 1 Lots	<b>Current Owner</b> BURNS, BILLY RAY & PAULA  PO BOX 883 EUFAULA OK 74432-000C <b>Book/Page</b>	<b>Legal Description</b> LOT 215 BLK 1 RIVER OAKS 1092/198



# McIntosh

## Parcel Map and Account Listing

Data provided by Trina Williams County Assessor

Date 08/24/2023

Time 15:15:11

### Account List

Account	Current Owner	Legal Description
<b>Account</b> 460024544 <b>ParcelID</b> 1250-00-001-216-0-000-00 <b>Situs</b> <b>Sec/Twn/Rng</b> <b>Subdivision</b> RIVER OAKS <b>Block/Lot</b> 0001 / 0216 <b>Lot Size</b> 1 Lots	<b>Current Owner</b> BURNS, BILLY RAY & PAULA  PO BOX 883 EUFAULA OK 74432-0000 <b>Book/Page</b> 0750-0196	<b>Legal Description</b> LOT 216 BLK 1 RIVER OAKS 749/196 750/261 1092/198
<b>Account</b> 460024542 <b>ParcelID</b> 1250-00-001-214-0-000-00 <b>Situs</b> 00736 SEMINOLE DR <b>Sec/Twn/Rng</b> <b>Subdivision</b> RIVER OAKS <b>Block/Lot</b> 0001 / 0214 <b>Lot Size</b> 1 Lots	<b>Current Owner</b> STANDSTIPHER, KEATON &  SAMANTHA 736 SEMINOLE DR. EUFAULA OK 74432-0000 <b>Book/Page</b> 1029-0700	<b>Legal Description</b> LOT 214 BLK 1 RIVER OAKS 828/31 843/154 845/557 845/576 909/762 1029/700
<b>Account</b> 460038379 <b>ParcelID</b> 1250-00-001-206-0-000-00 <b>Situs</b> <b>Sec/Twn/Rng</b> <b>Subdivision</b> RIVER OAKS <b>Block/Lot</b> 0001 / 0206 <b>Lot Size</b> 2 Lots	<b>Current Owner</b> CARDELL, GIOVANNI MARCO  761 QUAPAW DR  EUFAULA OK 74432-5029 <b>Book/Page</b> 1080-0774	<b>Legal Description</b> LOT 206-207 BLK 1 RIVER OAKS 483/40 976/320 1048/610 1080/774
<b>Account</b> 460024578 <b>ParcelID</b> 1250-00-001-252-0-000-00 <b>Situs</b> <b>Sec/Twn/Rng</b> <b>Subdivision</b> RIVER OAKS <b>Block/Lot</b> 0001 / 0252 <b>Lot Size</b> 1 Lots	<b>Current Owner</b> DURRETT, FREDA  418553 HWY 266 CHECOTAH OK 74426-0000 <b>Book/Page</b>	<b>Legal Description</b> LOT 252 BLK 1 RIVER OAKS 399/67 448/252
<b>Account</b> 460024577 <b>ParcelID</b> 1250-00-001-251-0-000-00 <b>Situs</b> <b>Sec/Twn/Rng</b> <b>Subdivision</b> RIVER OAKS <b>Block/Lot</b> 0001 / 0251 <b>Lot Size</b> 1 Lots	<b>Current Owner</b> COMBES, DENNIS & LUJENA  822 SHAWNEE DR EUFAULA OK 74432-0000 <b>Book/Page</b>	<b>Legal Description</b> LOT 251 BLK 1 RIVER OAKS
<b>Account</b> 460024551 <b>ParcelID</b> 1250-00-001-225-0-000-00 <b>Situs</b> 00822 SHAWNEE DR <b>Sec/Twn/Rng</b> <b>Subdivision</b> RIVER OAKS <b>Block/Lot</b> 0001 / 0225 <b>Lot Size</b> 1 Lots	<b>Current Owner</b> COMBES, DENNIS & LUJENA  822 SHAWNEE DR EUFAULA OK 74432-0000 <b>Book/Page</b>	<b>Legal Description</b> LOT 225 BLK 1 RIVER OAKS 174/338
<b>Account</b> 460024379 <b>ParcelID</b> 1250-00-001-002-0-000-00 <b>Situs</b> 00709 CHOCTAW DR <b>Sec/Twn/Rng</b> <b>Subdivision</b> RIVER OAKS <b>Block/Lot</b> 0001 / 0002 <b>Lot Size</b> 1 Lots	<b>Current Owner</b> BRIDGES, VIRGINIA A.  106 BANBURY LN  IDABEL OK 74745-7301 <b>Book/Page</b> 0899-0098	<b>Legal Description</b> LOT 2 BLK 1 RIVER OAKS 461/652 802/179 877/470 877/473 899/98
<b>Account</b> 460024550 <b>ParcelID</b> 1250-00-001-223-0-000-00 <b>Situs</b> 00812 SHAWNEE DR <b>Sec/Twn/Rng</b> <b>Subdivision</b> RIVER OAKS <b>Block/Lot</b> 0001 / 0223 <b>Lot Size</b> 2 Lots	<b>Current Owner</b> EMPIRE REAL ESTATE INVESTMENTS, LLC  12600 ROBERTS RD  EDMOND OK 73013- <b>Book/Page</b> 1160-0347	<b>Legal Description</b> LOT 223-224 BLK 1 RIVER OAKS 421/414 677/165 1113/476 1158/280 1160/347
<b>Account</b> 460024378 <b>ParcelID</b> 1250-00-001-001-0-000-00 <b>Situs</b> <b>Sec/Twn/Rng</b> <b>Subdivision</b> RIVER OAKS <b>Block/Lot</b> 0001 / 0001 <b>Lot Size</b> 1 Lots	<b>Current Owner</b> BRIDGES, VIRGINIA A  PO BOX 816 EUFAULA OK 74432-0000 <b>Book/Page</b> 0904-0076	<b>Legal Description</b> LOT 1 BLK 1 RIVER OAKS 817/72 904/76



# McIntosh

## Parcel Map and Account Listing

Data provided by Trina Williams County Assessor

Date 08/24/2023

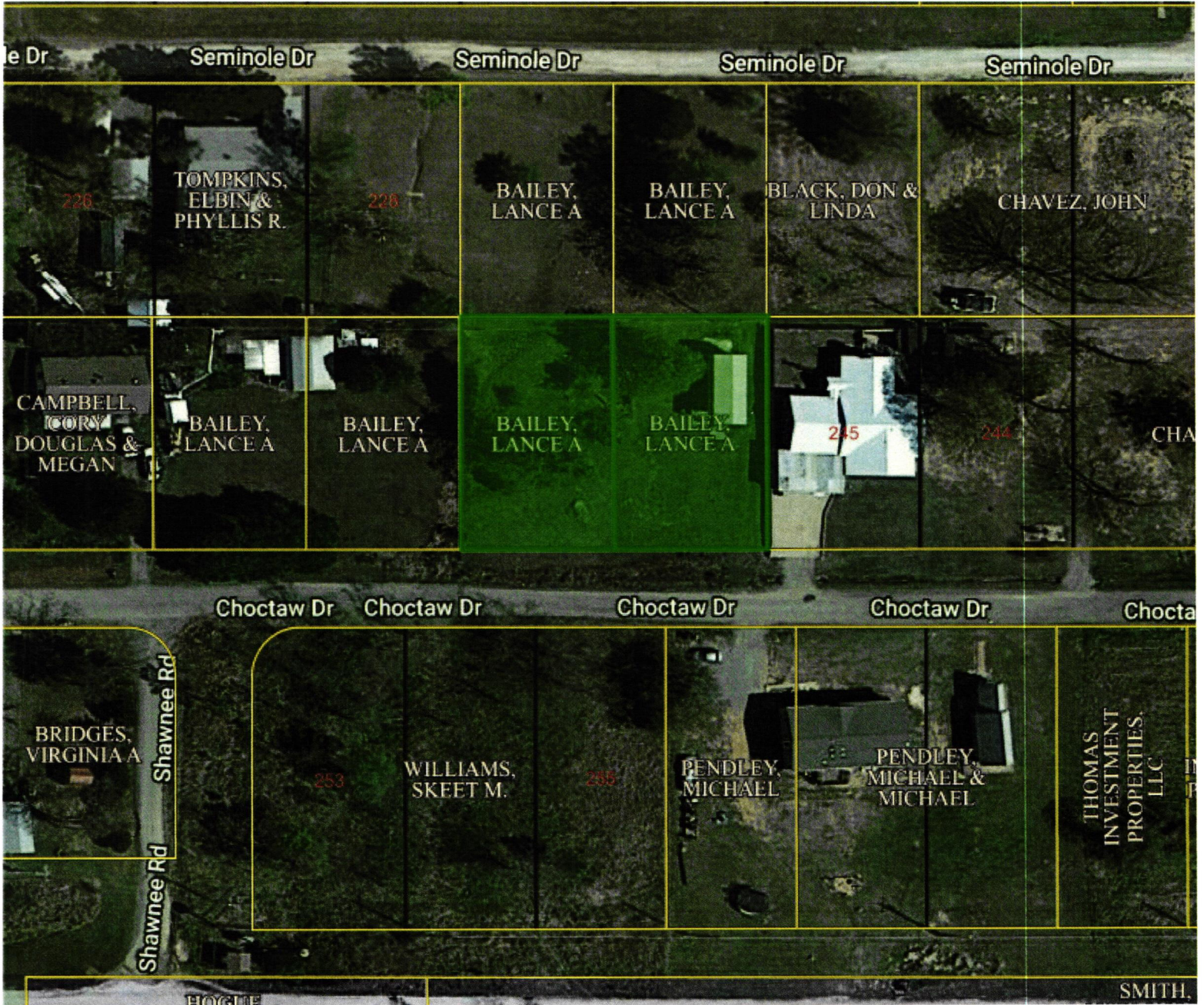
Time 15:15:11

Page : 5

### Account List

Account	460024555	Current Owner	Legal Description
ParcelID	1250-00-001-229-0-000-00	BAILEY, LANCE A	LOT 229 BLK 1 RIVER OAKS 512/244
Situs			666/20 959/476
Sec/Twn/Rng		123 S SENECA AVE	
Subdivision	RIVER OAKS		
Block/Lot	0001 / 0229	BARTLESVILLE OK 74003-	
Lot Size	1 Lots	Book/Page 1143-0458	
Account	460024538	Current Owner	Legal Description
ParcelID	1250-00-001-202-0-000-00	MERCER, J & ROBYN & JESSICA BAUSTERT	LOT 202-203 BLK 1 RIVER OAKS 483/40
Situs	00725 QUAPAW DR EUFAULA		976/320 1107/399
Sec/Twn/Rng			
Subdivision	RIVER OAKS	1915 MASSEY AVE	
Block/Lot	0001 / 0202	KINGFISHER OK 73750-	
Lot Size	2 Lots	Book/Page 1107-0399	
Account	460024533	Current Owner	Legal Description
ParcelID	1250-00-001-227-0-000-00	TOMPKINS, ELBIN & PHYLLIS R.	LOTS 226-228 BLK 1 RIVER OAKS
Situs	00723 SEMINOLE DR		573/385 826/644 1040/339
Sec/Twn/Rng			
Subdivision	RIVER OAKS	723 SEMINOLE DR	
Block/Lot	0001 / 0227	EUFAULA OK 74432-0000	
Lot Size	3 Lots	Book/Page 1040-0339	







August 24, 2023

McIntosh County Assessor's Office  
Attention: Trina Williams

Re: 300 Foot radius request Lots 246- 247 Choctaw Drive

Mrs. Williams,

The City of Eufaula requests a 300' radius of the property located at Lots 246 and 247 BLK 1, River Oaks.

Commonly Known as Lots 246 - 247 Choctaw Drive, River Oaks

Additionally, if we could please receive an Excel version copy by email to [AA@CityofEufaulaOK.com](mailto:AA@CityofEufaulaOK.com).

Julie Musgraves

Administrative Assistant  
City of Eufaula  
[aa@CityofEufaulaOK.com](mailto:aa@CityofEufaulaOK.com)



August 24, 2023

MERCER, J & ROBYN & JESSICA BAUSTERT  
1915 MASSEY AVE  
KINGFISHER, OK 73750-

Re: Consideration of Specific Use Permit for Nearby Property

Dear Property Owner:

The Planning and Zoning Commission is considering a Specific Use Permit for the following property:

**Legal Description:** Lots 246 and 247 BLK 1, River Oaks.

**Commonly Known as:** Lots 246 and 247 Choctaw Drive, River Oaks

**Proposed Specific Use:** Installation of a mobile home.

**Applicant/s:** Lance Bailey

Enclosed is a map showing the approximate section being considered for the request.

You are being notified because you are listed as a property owner within a 300-foot radius. If you have questions or would like to submit a comment for the record, please contact us through one of the following options:

Phone: 918-689-2534

Mail: P.O. Box 684, Eufaula, OK 74432

Email: AA@CityofEufaulaOK.com

The public hearings will be held as follows:

September 18, 2023 at 5:30 P.M. Planning and Zoning Commission, Eufaula Community Center, 121 High Street.

October 2, 2023 at 5:30 P.M. Eufaula City Council, Eufaula Community Center, 121 High Street.

You are welcome to attend the public meeting and provide comments at the designated time.

Respectfully,  
Julie Musgraves  
Executive Assistant  
City of Eufaula



Seminole Dr

Seminole Dr

Seminole Dr

Seminole Dr

Seminole Dr

Seminole Dr

Seminole Dr

Seminole Dr

Shawnee Rd

COMBES, DENNIS & LUJENA

TOMPKINS, ELBIN & PHYLLIS R.

BAILEY, LANCE A

BAILEY, LANCE A

BLACK, DON & LINDA

CHAVEZ, JOHN

VEGA, EMILIO

JALUFKA, JOE & BRENDA

NEAL, R. ORVIS

COMBES, DENNIS & LUJENA

CAMPBELL, CORY DOUGLAS & MEGAN

BAILEY, LANCE A

BAILEY, LANCE A

BAILEY, LANCE A

BAILEY, LANCE A

245

244

CHAVEZ, JOHN

241

DURRETT, FREDA

Shawnee Rd

Shawnee Rd

Choctaw Dr

Choctaw Dr

Choctaw Dr

Choctaw Dr

Choctaw Dr

Choctaw Dr

C

Shawnee Rd

BRIDGES, VIRGINIA A.

BRIDGES, VIRGINIA A.

253

WILLIAMS, SKEET M.

256

PENDLEY, MICHAEL

PENDLEY, MICHAEL & MICHAEL

THOMAS INVESTMENT PROPERTIES, LLC

THOMAS INVESTMENT PROPERTIES, LLC

THOMAS INVESTMENT PROPERTIES, LLC

THOMAS INVESTMENT PROPERTIES, LLC

THOMAS INVESTMENT PROPERTIES, LLC

Shawnee Rd

SMITH,

HOGUE

COUNTY OF MCINTOSH )  
STATE OF OKLAHOMA )

IN THE DISTRICT COURT

NO. Public Hrg Notice w/ Map

**AFFIDAVIT OF PUBLICATION**  
**COOKSON HILLS PUBLISHERS, INC.**  
**dba The Indian Journal, McIntosh County Democrat**  
**109 S. Main, Eufaula, OK 74432**  
**(918) 689-2191**

I, Daphanie Hutton, of lawful age, being duly sworn upon oath, deposes and says that I am the authorized representative of Cookson Hills Publishers, Inc., Publisher of the Indian Journal newspaper, a weekly publication that is a "legal newspaper" as that phrase is defined in 25 O.S. § 106, as amended to date, for the City of Eufaula, for the County of McIntosh, in the State of Oklahoma. The attachment hereto contains a true and correct copy of what was published in the regular edition of said newspaper, and not in a supplement, in consecutive issues on the following dates:

**PUBLICATION DATES:**

**August 31, 2023**

*[Handwritten Signature]*  
\_\_\_\_\_

Signed and sworn to before me on this 31<sup>st</sup> day of August, 2023.

*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public

My Commission expires: April 3, 2026  
Commission #06003427

**PUBLICATION FEE: \$** 47.35

185 words; 1 tabular lines; 2 column(s)  
       insertions

**Shown exactly as published in Newspaper**

**Legal Notice**

Published in the Indian Journal,  
Thursday, August 31, 2023.

**City of Eufaula Public Hearing Notice**

Notice is hereby given that the City of Eufaula, Oklahoma, will conduct a public hearing on the Specific Use Permit Application for property located within the City of Eufaula.

The property requesting a Specific Use Permit is described as follows:

Legal Description: Lots 246 and 247 BLK 1, River Oaks

General Location Known as: Lots 246 and 247 Choctaw Drive, River Oaks.

Specific Use Request: Installation of Mobile Home.

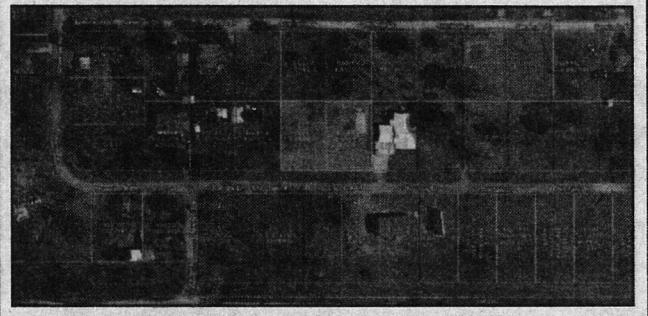
Applicant/s: Lance Bailey  
The public hearings will be held as follows:

September 18, 2023, at 5:30 PM Planning and Zoning Com-

mission, Eufaula Community Center, 121 High Street.

October 2, 2023, at 5:30 PM Eufaula City Council, Eufaula Community Center, 121 High Street.

At this time any interested citizen of Eufaula, Oklahoma will have the opportunity to be heard regarding this request. If there are any questions about the proposal, or you need additional information prior to the public hearing, please contact the Eufaula City Hall at 918-689-2534. A copy of the application is available for public inspection during normal working hours and can be accessed from the Eufaula City Hall at 918-689-2534 or by emailing aa@cityof-eufaulaok.com.





Musgraves, Julie &lt;aa@cityofeufaulaok.com&gt;

---

**comment for record related to special use permit for mobile homes**

1 message

---

**J.R. Little** <jrlittle@contractor.net>  
To: aa@cityofeufaulaok.com

Tue, Aug 29, 2023 at 9:06 AM

To Whom it May Concern,

I am writing you rather than appearing at the public hearing dates that you provided on the special use permit notice letter. While this (River Oaks lot 246/247) matter is extremely important to me, I am prioritizing the unfortunate but necessary surgery scheduled for my daughter on the same day which obviously will prevent me from attending the first open hearing/meeting date that you have listed on the notice letter. I attended previously for other property Owners applying for similar or identical special use permits, and I believe it was without question the common or overwhelming sentiment at that time was strongly against allowing any additional trailer houses or mobile homes from being allowed in this development area. I currently own 8 lots in the area and have site plans and prints for all 8 lots completed at a significant financial investment cost into 6 figures at this point. To allow new mobile homes to be placed in this area with so many conventionally built permanent foundation homes already in place would decrease the value of such homes, this is supported by many studies on economic growth and urban development along with increasing crime reports that also dovetail into such concerns that should be considered. As I stated in person previously during other meetings related to owners with similar or identical intention, I am strongly against such consideration or special use as this will significantly and negatively impact the value of the new construction quality one (Q1), and condition 1 (C1) type homes that I have planned if not prevent the project from being financially possible at all on my property at (Empire Real Estate Investment's River Oaks lots 217-224). This consideration at all while I understand the permit and application process very well, is a waste of time for both council members and property owners alike in addition to taxpayers money to hold such meeting as concerns. Verbiage for the area clearly states that construction type or homes must be conventionally built meaning with foundations affixed to the ground by solid foundation and built on-site (not delivered)... Previously I believe precedence was set by denying others the same opportunity to place mobile homes on their lots, and as a result I believe there could even be some legal repercussions should this permit be approved for anyone else as burden or loss could be claimed by anyone currently attempting to sell their conventionally built homes, planning to in the future, or those that spent money to build within the covenants and restrictions of the HOA or development area of River Oaks that were previously denied such special use. In my opinion this is a very slippery slope and the very minimal financial gain the city may be paid for such permit is negligible when compared to the tax paid by conventionally built homes in the areas, permits for construction, and the increasing property values of homes that were built as permanent structures that all provide consistent tax revenue to the city. Again I would like to ask that this letter be presented to any and all council members for consideration prior to a vote as I am in protest of any such use now or in the future. I would like to ask that someone please send me notice or receipt that this letter is of record for the topic as I am an owner of property within 300' from the subject parcels.

Thank you,  
J.R. Little  
[jrlittle@contractor.net](mailto:jrlittle@contractor.net)  
405-882-9357

EMPIRE REAL ESTATE INVESTMENTS LLC  
EMPIRE CONSTRUCTION CONTRACTING  
2705 Broadway Ct. Edmond, OK 73013  
405-476-2603

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**Agenda**  
**Board of Adjustment**  
**September 18, 2023**  
**5:30 p.m.**

Board of Adjustment

Chairman Sam Sylvester  
Vice Chairman Brandon Linstead  
Secretary Gordon Pennington  
Member Serina Kleveter

1. Call to Order Chairman Sam Sylvester
  
2. OATH OF OFFICE (LEWIS) KAY WALL
  
3. Roll Call /Attendance Executive Assistant Julie Musgraves
  
4. Approval of Minutes.
  - A. Board of Adjustment meeting August 24, 2023
  
5. Consideration of Acceptance, Approval, Adoption, Rejection, Amendment, and/or Postponement of an application requesting a Special Use Permit for a short term residential rental (AirBnB) at the following location: Lot Four hundred Fifty-Nine (459) of River Oaks Estates, a subdivision located in the South Half (S/2) of Section One (1), Township Nine (9) North, Range Sixteen (16) East of the I.B.M., McIntosh County, Oklahoma. Commonly known as 805 Comanche Drive.
  - a) Conduct a public hearing.
  - b) Take action.
  
6. Consideration of Acceptance, Approval, Adoption, Rejection, Amendment, and/or Postponement of a Zoning Variance/Special Exception Application requesting permission to place an off-site sign advertising their business on an existing sign pole at the corner of Selmon and Birkes Road. Legal Description: A tract of land known as the West 78.34 feet of Lots Four (4) and Eight (8), all of Lots Five (5) and Seven (7), and the East 65.50 feet of Lot Six (6), all in Block Eleven (11), Sunset Addition to the City of Eufaula, McIntosh County, Oklahoma, and part of Tully Ave in the City of Eufaula, now vacated, as shown by the recorded plat thereof more particularly described as follows: Beginning at a point on the South line of Tully Avenue 248.66 feet West of the Northeast corner of Block 11, Sunset Addition; thence West along said South line of Tully Avenue a distance of 34.09 feet; thence North and parallel to the center line of Sixth Street a distance of 40 feet; thence West along the North line of Tully Avenue a distance of 120.45 feet; thence South and parallel to the center line of Sixth Street a

distance of 20 feet; thence West and parallel to the North line a Tully Avenue a distance of 77.81 feet; thence South and parallel to the center line of Sixth Street a distance of 106.20 feet to a point on the Northerly Right-of-Way line of Oklahoma State Highway No.9; thence in a Southeasterly directing along said Right-of-Way line a distance of 250.00 feet; thence North and parallel to the center line of Sixth Street a distance of 176.49 feet to the Point of Beginning. Commonly known as 540 Selmon Road.

- c) Conduct a public hearing.
- d) Take action.

7. Adjournment.



**Minutes**  
**Board of Adjustment**  
**August 24, 2023**  
**5:45 p.m.**

Board of Adjustment

Chairman Sam Sylvester  
Vice Chairman Brandon Linstead  
Secretary Gordon Pennington  
Member Serina Kleveter

1. Call to Order – 5:50pm Chairman Sam Sylvester
2. OATH OF OFFICE (KLEVETER) KAY WALL
3. Roll Call /Attendance Executive Assistant Julie Musgraves  
Members Present: Kleveter, Pennington, Sylvester, Linstead.
4. Approval of Minutes.
  - A. Board of Adjustment meeting August 21, 2023  
Motion to Approve by Linstead, 2<sup>nd</sup> by Kleveter. Roll Call Vote: Yes- Kleveter, Pennington, Sylvester, Linstead.
5. Consideration of Acceptance, Approval, Adoption, Rejection, Amendment, and/or Postponement of a Zoning Variance/Special Exception application requesting a variance to utilize the City of Eufaula right-of-way for the purpose of a driveway to access a drive thru window on the north side of the business at the following location: Legal Description: A tract of land situated in the Northeast Quarter (NE/4) of Section Two (2), Township nine (9) North, Range Sixteen (16) East of I.B.M., City of Eufaula, McIntosh County, Oklahoma, more particularly described as follows: Commencing at the Southeast corner of Block One-Hundred-One (101) of the City of Eufaula; thence S77°19'18"E, a distance of 35.54 feet to the True Point of Beginning, Thence N02°37'59"E parallel to the East line of said Block One-Hundred-One (101), a distance of 333.00 feet; Thence S89°51'26"E, a distance of 165-19 feet to a point that is 50.00 feet distant Westerly measured at right angles, from the Centerline of main track of the main line of the Missouri Pacific Railroad Company, as now constructed and operated ; Thence S02°37'59"W parallel to said centerline of main track, a distance of 341.00 feet; thence N89°22'01"W, a distance of 165.00 feet to the point of beginning. Commonly known 15 E Foley Ave.
  - a) Conduct a public hearing.
  - b) Take action.Discussion in favor by AJ Jones and James Hickman. Motion to Approve by Linstead, 2<sup>nd</sup> by Pennington. Roll Call Vote: Yes-Kleveter, Pennington, Sylvester. No- Linstead.

6. Adjournment.

Motion to Adjourn by Kleveter, 2<sup>nd</sup> by Sylvester. Roll Call Vote: Yes- Kleveter, Pennington, Sylvester, Linstead.



Board of Adjustment Item No. 5

Meeting Date: September 18, 2023

## Agenda Item Memo

**Item Title:** Consideration of Acceptance, Approval, Adoption, Rejection, Amendment, and/or Postponement of an application requesting a Special Use Permit for short term residential rental (AirBnB) at the following location: Lot Four Hundred Fifty-Nine (459) of River Oaks Estates, a subdivision located in the South Half (S/2) of Section One (1), Township Nine (9) North, Range Sixteen (16) East of the I.B.M., McIntosh County, Oklahoma. Commonly known as 805 Comanche Drive.

**Initiator:** Laura & Mitchell Higgins

**Staff Information Source:** Julie Musgraves, Executive Assistant.

**Background:** Laura & Mitchell Higgins submitted a Special Use Permit on August 18, 2023 for the mentioned property so she can rent the residence as a short-term vacation rental. As of today's date I have received one letter of support.

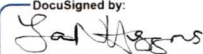

**Attachment:** Application, Title, Vacation Rental Agreement with Vacasa, Radius List, Radius Letters, Map, Indian Journal Publication & Letter in favor of the AirBnB

**CITY OF EUFAULA**

**APPLICATION FOR SPECIAL USE PERMIT**

Laura N Higgins & Mitchell Higgins (Currently establishing LLC)	(405) 659 - 4608
Name of Applicant  21404 276 <sup>th</sup> AVE SE, Maple Valley, WA 98038	Phone
Address of Applicant	
Legal Description of property requesting special use permit: Single Family Residence, Ward 4, Section 1-09N-16E, River Oaks Subdivision	
Legal Block 1, Lot 459	
Parcel Number: 250-00-001-459-0-000-00	
Physical address of property: 805 Comanche Dr, Eufaula, OK 74432	Zoning of Property: Residential R-1

For the purpose of permitting the applicant to cause said property to be used for the following purposes, to-wit:  
We are asking for consideration for our property at 805 Comanche Ave to be permitted for short term rentals while we are not using the property. The house will be able to accommodate a maximum of 6 guests per reservation and we will maintain an adequate parking area (off street) to accommodate 3 vehicles.

DocuSigned by:  DBCB051563548C	DocuSigned by:  BCEZB5CCZAE3438	August 16 <sup>th</sup> , 2023
Signature of Applicant (s)		Date
Printed Names: Laura N Higgins & Mitchell Higgins		

Said applicant will be considered by the Board of Adjustment at which time, all persons interested in such change may appear and be heard in support or opposition of the granting of said special use permit.

**Application fee \$200.00**

**REQUIRED DOCUMENTATION:**

1. Copy of deed proving ownership.
2. Must provide proof that Eufaula lodging tax of 9% is being paid through the Oklahoma Tax Commission.

Example: If rented thru AirBnB and Verbo a statement can be provided from them proving that it has been paid through those sites, or if paying directly to the Oklahoma Tax Commission receipt of payment must be shown.

Tax I.D. No.: 24753

Mail Tax Statement To:  
US Bank National Association  
17851 N 85th St Ste 205  
Scottsdale, AZ 85255

After Recording Return To:  
American Eagle Title Group, LLC  
1224 SW 104th Suite C  
Oklahoma City, OK 73139

**WARRANTY DEED**  
(Joint Tenancy)

KNOW ALL MEN BY THESE PRESENTS:

That **Nicky Lynn Henson and Cynthia Ann Henson, husband and wife**, 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 **Laura N Higgins and Mitchell Higgins, as joint tenants with the right of survivorship, and not as tenants in common, upon the death of one, the survivor and the heirs and assigns of the survivor, take the entire fee simple title**

Whose address is: **805 Comanche Dr  
Eufala, OK 74432**


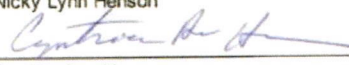
party of the second part, the following described real property and premises situated in **McIntosh** County, State of **Oklahoma**, to wit:

Lot Four Hundred Fifty-Nine (459) of River Oaks Estates, a subdivision located in the South Half (S/2) of Section One (1), Township Nine (9) North, Range Sixteen (16) East of the I.B.M., McIntosh 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.

  
\_\_\_\_\_  
Nicky Lynn Henson  
  
\_\_\_\_\_  
Cynthia Ann Henson

ACKNOWLEDGMENT

State of OK County of Cleveland ss:  
The foregoing instrument was acknowledged before me on this **7th** day of **August, 2023** by **Nicky Lynn Henson and Cynthia Ann Henson**.

My Commission Expires:

  
\_\_\_\_\_  
Notary Public.



Closing Agent: American Eagle Title Group, LLC  
File Number: 2307-0006-64  
Underwriter: American Eagle Title Insurance Company



## Guestworks® Services Agreement

### PART I: SUMMARY OF SERVICE

This Guestworks® Services Agreement ("**Agreement**") is by and between Vacasa LLC ("**Vacasa**"), a Delaware limited liability company, and [list all legal owners] Laura N Higgins and Mitchel Higgins ("**Owner**") to provide listing and booking vacation rental services (the "**Guestworks Professional Services**") for the property located at [address] 805 Comanche Dr Eufaula, OK 74432 (the "**Home**").

#### **GUESTWORKS GENERAL TERMS**

Owner and Vacasa agree as follows:

**A. GUESTWORKS PROFESSIONAL SERVICES.** Owner authorizes and appoints Vacasa as its agent to provide the following services for the Home:

**1. Reservations and Payments.** Vacasa will process reservations and applications from prospective guests, enter into guest agreements or leases, and process and collect payments from guests for vacation rental stays at the Home on Owner's behalf, with such stays to be no more than one year in duration per reservation.

**2. Marketing.** Vacasa will create marketing materials for the Home, which may include electronic and printed materials, descriptions, photographs, virtual tours, or other materials, and will promote the Home on Vacasa.com. Owner agrees to provide Vacasa in a timely manner with any requested information regarding the Home that can be used in a property description, including but not limited to photographs of the Home or the vicinity. Owner grants Vacasa the exclusive right to maintain, access, and modify existing marketing materials for the Home during the Term, and Owner shall not unreasonably withhold any required passwords or information relating to such materials. To maximize exposure of the Home, Vacasa may determine appropriate third-party marketing channels (each a "**Channel**" and collectively, the "**Channels**") and market the Home on such Channels.

**3. Price Management.** Vacasa will determine rental rates based on property attributes, market characteristics and demand.

**4. Cleaning Fees.** Unless otherwise prohibited by landlord tenant laws relating to leases, Owner shall specify a cleaning fee for the Home (such fee, the "**Cleaning Fee**"), which shall be reasonable for the size and nature of the Home, and which Owner may update by providing advance written notice to Vacasa from time to time. Vacasa will collect the Cleaning Fee from guests and remit collected Cleaning Fees to Owner, together with the payment of Owner's portion of the Rental Proceeds.

**5. Lodging and Sales Taxes.** If a rental stay is subject to sales or lodging taxes, then unless otherwise specified in writing or required by law, Vacasa (or, if applicable, a Channel) will collect applicable taxes from guests, file sales and lodging tax returns, and make all sales and lodging tax payments on Owner's behalf.

**6. Guest Relations; Actions and Proceedings.** Vacasa will take actions it deems appropriate under applicable law to manage guest relations, including communicating with guests as needed with 24-hour live support and managing guest reviews. Vacasa may compromise and settle guest disputes at Vacasa's discretion. Owner is responsible for serving eviction and legal notices on guests and for instituting any action or proceeding Owner deems necessary to recover possession of the Home, or to recover rent, charges, or other sums payable to Owner. Owner is responsible for any collection fees, costs, and legal fees incurred by Owner.



**7. Statements.** By the tenth (10th) day of each month, Vacasa will make an account statement available through the Owner Portal for the previous month. Owner agrees to carefully review all account statements upon receipt, and to notify Vacasa of any presumed errors in or questions regarding a statement by the last day of the month in which the statement is sent.

**8. Additional Products and Features.** When you use Guestworks Professional Services, you may be given access to additional products and features ("**Additional Products and Features**"), including but not limited to Vacasa's web-based platform ("**Platform**") that can be accessed by Owners through Vacasa's websites ("**Website**") or through Vacasa's mobile applications ("**Mobile App**") by logging in to the Owner Portal, which includes features for accessing information about the Home and managing the reservations calendar for the Home ("**Owner Portal**"). This Guestworks Services Agreement consists of these General Terms and any terms and conditions provided at <https://www.vacasa.com/terms-of-service> or any successor website ("**Terms Page**") that are applicable to any Additional Products and Features ("**Product Specific Terms**"). Listed below are some of the Additional Products and Features, along with the corresponding Product Specific Terms that apply to Owner's use of the Additional Products and Features:

(1) The Platform and any use thereof by Owner or a Local Host are governed by and subject to the Guestworks Platform Terms of Service provided at the Terms Page ("**Platform Terms of Service**").

(2) Vacasa may offer Owner one or more keyless entry services ("**Keyless Entry Services**"), which may include services such as (a) the installation of electronic locks sourced from Vacasa or from third party manufacturers, (b) remote control of installed electronic locks via a user interface within the Owner Portal or through a third-party service interface, and (c) such other products, services, and features Vacasa, in its sole discretion, includes or removes from the Keyless Entry Services. The Keyless Entry Services and any use thereof by Owner or a Local Host are governed by and subject to the Keyless Entry Terms of Service provided on the Terms Page.

## **B. OWNER RIGHTS AND OBLIGATIONS.**

**1. Local Host; Honoring Reservations; Obligations.** Owner shall designate a single point of contact, whether Owner himself / herself or a third-party individual, for communications regarding reservations (such individual, the "**Local Host**"). Owner shall communicate such designation in writing to Vacasa (1) via submission on the Guestworks Application, or (2) to a qualified Vacasa representative. Vacasa will notify Local Host of all reservations booked by Vacasa at the Home. Owner agrees to honor all Existing Reservations as required by this Agreement. Local Host will act as the primary contact for guest communications and will provide prompt support to guests during rental stays. Vacasa will provide guests with Local Host's contact information. In the event that Vacasa receives notice from any guests needing support, or of the Home needing maintenance, then Vacasa will notify Local Host. After each rental stay, Local Host shall perform an inspection within twenty-four (24) hours of the completion of the rental stay, and report any guest damages to Rental Guardian within fourteen (14) days of the occurrence of the damage-causing event. Furthermore, Owner will advise Vacasa of any maintenance that is required with respect to the Home which could necessitate the cancellation of future bookings and/or the crediting or refunding of guests as soon as practical, and in no event later than twenty-four (24) hours prior to check-in of the next rental stay. Owner acknowledges the importance of providing Vacasa with current information with respect to the Local Host, and as such, will notify Vacasa as soon as possible pursuant to the notice information contained in Part II Section I.14 in the event of a change to the Local Host.

**2. Owner Use.** Owner has the right to use the Home so long as Owner reserves the dates of use in advance with Vacasa on the Owner Portal. Owner may not schedule an Owner stay for any period for which an Existing Reservation is in place. Owner stays are subject to Vacasa's standard check-in and checkout times for the Home. Owner shall ensure that the Home is cleaned and stocked with supplies following an Owner stay in advance of the next Existing Reservation.

**3. Utilities and Services.** Owner shall furnish at Owner's expense all appropriate utilities for the Home, including but not limited to gas, electric, sewer, water, cable, internet, trash removal, and pest or termite control as needed. Owner shall ensure that all utilities servicing the Home are connected and in good working order at all times. Owner is advised to lock or disable any pay-per-use services, such as long-distance telephone service or pay-per-view cable television, to prevent guests from incurring charges.

**4. Cleaning Services.** Owner shall furnish housekeeping services; basic light bulbs; and at the beginning of each rental stay, bath tissue, soap, paper towels, dishwashing detergent, and garbage bags, all at Owner's expense, consistent with the hospitality standards, located in Exhibit A hereto (the "**Vacasa Hospitality Standards**").

**5. Maintenance and Repairs.** Owner shall, at Owner's expense, and consistent with the Vacasa Hospitality Standards: (1) maintain the Home in good and operable condition, ordinary wear and tear excepted, and shall promptly repair or replace any portion of the Home that may be damaged, whether such damage is caused by or attributable to Owner or to any rental guest; and (2) perform or arrange ordinary services for the Home, as necessary, such as snow removal, yard care, pest control, hot tub and pool service, and general maintenance.

**6. Guest Relations.** In a manner consistent with the Vacasa Hospitality Standards, Local Host shall take all actions within Local Host's control that are reasonably necessary to manage guest relations, including but not limited to communicating with rental guests and following Vacasa's then-current guest support processes, which Vacasa may update from time-to-time. Vacasa's process as of the date of this Agreement may require Owner to confirm receipt of Vacasa communications received via email, text, phone or issued tickets, in addition to managing guest check-in and check-out for each guest and using best efforts to resolve guest complaints and issues.

**7. Furnishings.** Owner shall furnish the Home with suitable equipment, appliances, furniture, and furnishings necessary for rental occupancy. Vacasa will provide Owner with a list of all required items. Owner shall ensure the Home remains furnished with all required items and shall replace or repair such items as necessary, consistent with the Vacasa Hospitality Standards.

**8. Sale of Home.** To ensure that reservations are honored and that guest stays are not interrupted, Owner shall notify Vacasa in writing either in advance of, or as soon as reasonably practicable following, the listing of the Home for sale. All showings of the Home must be scheduled during periods when the Home is not occupied by a rental guest. If Owner sells the Home, Owner agrees to sell the Home subject to the terms of this Agreement and subject to all Existing Reservations in place on the date of closing.

**9. Liability Insurance.** Notwithstanding the insurance product provided by Vacasa as set forth in Part II section F below, Owner will maintain general liability coverage reasonably sufficient for its participation in the Guestworks program.

### **C. SERVICES FEE; PAYMENT OF RENTAL PROCEEDS.**

**1. Services Fee.** Vacasa's Services Fee shall be 15% of Rental Proceeds ("**Services Fee**"), provided, however, that the Services Fee will be reduced to 12% for the first twelve months of the Agreement.

**2. Payment of Rental Proceeds and Additional Fees.** Vacasa shall pay Owner (1) all Rental Proceeds as defined herein, less the Services Fee and any expenses incurred on Owner's behalf pursuant to this Agreement, plus (2) all other applicable additional fees such as the Cleaning Fee, resort fees or parking fees, collected as provided in Part II, Section B(1) (collectively, "**Owner Payment**"). Vacasa shall mail, or initiate payment by direct deposit of, the Owner Payment by the 10th of each month (or, if the 10th falls on a weekend or holiday, the following business day) for rentals with a checkout date during the previous month.

**D. EXCLUSIVITY.** Owner will not rent the Home to others or contract with any third party for rental services or marketing during the Term without Vacasa's express written permission. Any Owner advertisement of the Home as a rental will direct prospective renters to Vacasa's website for booking.

### **E. TERM; TERMINATION.**

**1. Term.** This Agreement shall become effective as of the Effective Date and shall continue in effect until the Effective Termination Date (the "**Term**"). The "**Effective Date**" of this Agreement shall be the date of the latest signature or electronic acceptance of the terms of this Agreement.

**2. Termination.** Either party may terminate this Agreement by giving the other party at least ninety (90) days advance written notice of termination. Vacasa may also terminate this Agreement or suspend your access or right to use one or more Additional Products and Features, immediately with written notice, if you (1) breach this Agreement, including any Product Specific Terms, (2) violate applicable law, or (3) if Vacasa reasonably believes such action is necessary to protect Vacasa, other homeowners of Vacasa, guests, or third parties. Notwithstanding anything to the contrary herein, this Agreement will automatically terminate in the event that Owner objects to an amendment to this Agreement or the Product Service Terms submitted by Vacasa pursuant to Part II, Sections I.9.B and I.9.C herein. The "**Effective Termination Date**" shall be the later of (1) the termination date specified in the notice of termination or (2) the date that is ninety (90) days after the date that the notice of termination was delivered, or in the event of a termination in accordance with the preceding sentence, the date Owner delivers written notice of its objection to the proposed amendment.

[signature page follows]



**ADDITIONAL TERMS AND CONDITIONS FOLLOW AFTER SIGNATURE BLOCK**

OWNER (Check Box if LLC/Corp or Trust)

DocuSigned by:  
Signature:   
1112E8D461464C7  
Print Name: Laura N Higgins

Title (if signing on behalf of an entity):

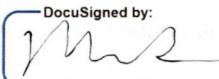
Email: laurahiggins2018@gmail.com

Mailing Address: 21404 276th AVE SE, Maple valley, WA 98038

Phone Number: 4056594608

Date: 10-Aug-2023


**ADDITIONAL OWNER (IF APPLICABLE) Signature:**

DocuSigned by:  
  
BCE2B5CC2AE3438...

Print Name: Mitchell Higgins

Email: mitchellhiggins30@gmail.com

**VACASA LLC**

DocuSigned by:  
Signature:   
05F7DA292348A  
Print Name: Nicole Prentice Williams

Title: Sr. Sales Executive

Date: 10-Aug-2023

850 NW 13<sup>th</sup> Avenue Portland, OR 97209 | (503)345-9399 | info@vacasa.com

**PART II: GUESTWORKS PROFESSIONAL SERVICES TERMS****A. OWNER REPRESENTATIONS AND ADDITIONAL RIGHTS AND OBLIGATIONS.**

**1. Multiple Owners.** If there are multiple owners, the term "Owner" shall apply collectively and individually to each owner, and the obligations of each owner under this Agreement are joint and several.

**2. Representations and Warranties.** The following representations and warranties are continuing. In the event that any of these representations or warranties is no longer true or correct, Owner will immediately notify Vacasa in writing.

**a. Authority; No Conflict; Condition of Home and Legality of Vacation Rental Use.** Owner represents and warrants that: (1) Owner is the lawful owner of the Home; (2) Owner has full authority to enter into and perform its obligations under this Agreement, and if Owner is a legal entity, that the person signing on the entity's behalf is fully authorized to bind the entity; (3) Owner's execution of this Agreement does not conflict with any contractual or legal obligation of Owner to a third party; (4) the physical condition of the Home, including any special features or amenities, is suitable and safe for use as a vacation rental and in compliance with applicable local building, health, and other codes or regulatory requirements; (5) to the best of Owner's knowledge, except as disclosed to Vacasa in writing, the Home does not contain hazardous or toxic materials (including, but not limited to, asbestos, lead, methamphetamine contamination, radon gas, mold, bed bugs or other pests) in violation of applicable laws, nor is it located in a special flood hazard area; (6) Owner is unaware of any bankruptcy, litigation, arbitration, administrative action, government investigation, pending or threatened action affecting the Home or this Agreement; (7) use of the Home as a vacation rental, including for a period of less than thirty (30) nights, is not prohibited by any applicable law, regulation, deed restriction, or homeowners' association bylaw or rule; and (8) if Owner is a business entity, that Owner is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required for purposes of this Agreement.

**b. Sanctions Compliance.** Owner represents and warrants that Owner is not (i) listed in any sanctions-related list of designated persons maintained by the United Nations Security Council, the United States (including the U.S. Department of the Treasury's Office of Foreign Assets or the U.S. Department of State), the European Union, any Member State of the European Union, the United Kingdom, or Canada, (ii) operating, organized, or resident in Cuba, Iran, North Korea, Syria, or the Crimea region of Ukraine (each a "Target Country"), or (iii) owned or controlled by, or acting for or on behalf of, any such person or persons, or the government of a Target Country or the Government of Venezuela.

**3. Rights and Obligations of Ownership; Standard of Management.** Nothing in this Agreement changes Owner's title to, or general rights and obligations of ownership in, the Home. Except as expressly provided in this Agreement, Owner is and shall at all times remain fully responsible for all physical, legal, and financial matters pertaining to the Home whether it is rented or not, including but not limited to responsibility for the following: the cost of all repairs, maintenance, and replacement of any and all furnishings, fixtures and equipment necessary to maintain the Home in a suitable condition for rental occupancy; financial matters associated with ownership of the Home, including, but not limited to, homeowners' association dues, fines, and assessments; and ensuring that the Home is in compliance with applicable law, and regulation, deed restriction, or homeowners' association bylaws or rules. Owner shall manage the Home in a professional manner and consistent with the Vacasa Hospitality Standards.

**4. Guest Privacy.** To ensure guest privacy, except to the extent reasonably necessary to provide cleaning, maintenance, repair, and other guest services, Owner shall not enter the Home or any immediately adjacent land or associated structures, or permit any other person to do so, without (1) reserving an Owner stay with Vacasa covering the period of access, or (2) if during a guest stay, by obtaining the guest's consent prior to entry, for the purpose of remedying any problem the guest has reported, or (3) if for the purpose of general maintenance or repair with respect to the Home, then not within six hours of any guest stay. Owner shall not place any camera in the interior of the Home or in any portion of the property except in an exterior area that is visible from off the premises, such as a front porch, and shall disclose the presence of permitted cameras to Vacasa and guests. Owner shall not install at the Home any microphones or other devices that are capable of recording or transmitting guest conversations. Owner is not entitled to any guest-identifying information or payment information, except to the extent such guest-identifying information must be shared to allow either party to perform one or more of its obligations under this Agreement. As between Owner and Vacasa, Vacasa shall have the sole and exclusive right to all guest information, including any guest-identifying information Vacasa shares with Owner.

**5. Change of Address.** To ensure Vacasa is able to reach Owner if necessary and make timely Owner Payments, Owner shall notify Vacasa via the Owner Portal of any change in Owner's mailing address, telephone number, email address, or direct deposit information. Vacasa shall not be liable for its failure to contact Owner or make Owner Payments when required under this Agreement if Owner has not updated Owner's contact information.

**6. Compliance with Law; Licenses and Permits.** Owner agrees to abide by all applicable laws, regulations, deed restrictions, association rules, the Vacasa Hospitality Standards, and licensing and permitting requirements applicable to use the Home as a vacation rental. Owner is responsible for obtaining and maintaining any applicable license or permit for the use of the Home as a vacation rental and for payment of all associated fees. Vacasa will not be responsible for any alleged damages that result from failure to obtain, or the lapse or expiration of, any license or permit for the Home. Owner shall communicate all license and permit information for the Home, including license numbers, to Vacasa upon request, and grants Vacasa the right to disclose such license information in advertising and marketing materials as required by applicable law.

### **7. Existing Reservations.**

**a. Obligation to Honor Existing Reservations.** Owner acknowledges that guest satisfaction is a priority for Vacasa, and that in addition to applicable laws that require Owner to honor a reservation or lease, the inability to honor reservations is a significant source of guest dissatisfaction, poor reviews and demands for compensation. Accordingly, Owner agrees to honor all Existing Reservations of less than thirty (30) nights with a checkout date prior to the Effective Termination Date, and to honor all other Existing Reservations regardless of whether they occur after the Effective Termination Date. "**Existing Reservations**" are reservations made under this Agreement for which (1) Vacasa has received a lease or rental agreement and monetary deposit, or (2) a guest has booked a reservation for the Home, whereby the date of booking occurs prior to or on the date that notice of termination is provided by Owner to Vacasa pursuant to Section E.2. of Part I of this Agreement.

**b. Liability for Failure to Honor Existing Reservations.** If Owner fails or refuses to honor one or more Existing Reservations as required herein for any reason, Vacasa shall reasonably attempt to move the reservation to a comparable property to the extent permitted by law and subject to the guest agreement. If Vacasa is able to move the reservation to a comparable property and the guest agrees to move, then Owner will be responsible for any actual costs incurred by Vacasa to move the guests (such as, by way of example only, higher rent that is not passed on to the guests). If Vacasa is not able to move the reservation to a comparable property or the guest refuses to agree to move, then Owner agrees to pay to Vacasa (1) Vacasa's lost Services Fee on that reservation, plus (2) any actual costs incurred by Vacasa in connection with cancellation of the reservation, including but not limited to costs relating to legal action by the guest.

**c. Circumstances Outside of Owner's Control.** Except with respect to actual costs incurred by Vacasa or as otherwise required by law, Owner will not be responsible for payment of the damages prescribed in this section for failure to honor Existing Reservations where such failure is due to factors beyond the Owner's reasonable control, such as flooding, fire, or the occurrence of a natural disaster or a mandatory evacuation order. If Owner makes an insurance or other third-party compensation claim that leads to recovery of lost rental income on displaced reservations, Owner shall notify Vacasa of such recovery in writing, and Owner will pay or cause to be paid to Vacasa an amount equal to the Services Fee that Vacasa would have received on the lost rental income payment.

## **B. VACASA RIGHTS AND OBLIGATIONS.**

**1. Guest Fees and Services.** Unless otherwise prohibited by law for a given reservation or lease, Vacasa will charge Guests and collect applicable fees such as the Cleaning Fee, resort fees or parking fees from guests on behalf of third parties and remit such fees directly to the Owner, who will remit such fees to the appropriate third parties. Owner is responsible for providing Vacasa with a current schedule of any such fees and for ensuring any such fees are paid to the appropriate third parties in a timely manner. In addition, Vacasa may charge guests and retain additional fixed or variable fees, such as a booking fee, fees for specific services such as concierge service, or other fees.

**2. Channel Marketing.** A Channel may act as merchant of record for certain transactions reserved through the Channel. Owner acknowledges that certain Channels may charge guest fees that will be retained by the Channel (and that will not be shared with Vacasa or Owner). Owner further acknowledges that the presentation of the Home, including but not limited to the breakdown of the total cost of stay as displayed to the end user during checkout, may vary among Channels; and that due to limitations on the ability to present specific line items on some Channels the amount reflected as "rent" on a Channel might include fees, taxes, or other amounts that are not "Rental Proceeds" as defined in this Agreement.

**3. Guest Refunds and Chargebacks.** Vacasa may issue full or partial refunds to guests to address guest dissatisfaction where indicated in Vacasa's reasonable discretion or to comply with applicable law. A guest may claim a chargeback up to nine months following a reservation for dissatisfaction or fraud. If a guest charges back a reservation with the guest's credit card provider for dissatisfaction, then Vacasa will apply the chargeback as an expense against the Owner account, unless the primary cause of the guest dissatisfaction was solely caused by the actions of Vacasa. Vacasa will contest chargebacks that are reasonably defensible, however, if Vacasa is unsuccessful in reversing a guest chargeback then the chargeback will stand as a debit to the Owner account.



**4. Optional Start Date for Services.** If the start date for services under this Agreement is later than the Effective Date, Vacasa will perform the services listed in this Agreement beginning on the date the Home goes live on vacasa.com, or on such other date as Vacasa and Owner may agree in writing (provided that Vacasa may prepare to perform such services beginning on the Effective Date).

**5. Out-Of-Order Status.** Vacasa may place the Home in "out of order" status at any time, for any cause that Vacasa in its sole discretion believes (1) could materially affect the quality or safety of a guest's stay, or (2) such Home's condition is inconsistent with the Vacasa Hospitality Standards, or (3) such "out of order status" is required for compliance with applicable law relating to rental occupancy during or in advance of a guest stay. In no event will Vacasa be liable for any losses to Owner related to the Home being placed in "out-of-order" status.

**6. Guest Verification.** Owner acknowledges and agrees that guest verification on the internet is difficult, and Vacasa does not assume any responsibility for the confirmation of each guest's purported identity, age, reputation, conduct, morality or criminal background (or those of any member of a guest's party). Owner agrees to accept each reservation without requesting additional screening information from guests and Vacasa. Vacasa may conduct identity verification or screening, but does not guarantee that any such screening efforts, if taken, will eliminate fraudulent reservations, bad or criminal guest behavior, or damage to the Home.

**7. Guest Rental Agreement.** Vacasa will enter into a reservation or rental agreement with each guest as a condition to a rental stay. The rental agreement will include information in connection with the Home and will set forth the applicable terms and rules for the rental stay. Vacasa may revise the rental agreement at any time without prior notice to Owner. Owner further agrees not to interfere with, terminate or disrupt any guest stay. Owner also acknowledges and agrees that the rental agreement may require Vacasa to issue partial or full refunds (whether in the form of cash or travel credits) to guests under a variety of circumstances, including (i) as set forth in subsection 3. above, (ii) in circumstances where the Property does not meet the Vacasa Hospitality Standards, or (iii) due to extenuating circumstances, such as extreme weather events, pandemic, government action, or other force majeure events.

**C. DEFINITION OF RENTAL PROCEEDS.** For purposes of this Agreement, "**Rental Proceeds**" means:

**1. Rental Proceeds for Vacasa Bookings.** For reservations booked on the vacasa.com website, by phone through Vacasa reservation agents or through a third party channel, the "**Rental Proceeds**" for each reservation shall be the total rent paid for the period during which the Home was occupied pursuant to the reservation.

**2. Rental Proceeds Clarification.** For purposes of clarity, Rental Proceeds do not include lodging, sales, or other applicable taxes, Cleaning Fees, other guest or third-party fees, or any other fixed or variable charges, fees or amounts other than rent.

**D. BANK ACCOUNTS.** Vacasa may, in its sole discretion and consistent with applicable law, hold funds on Owner's behalf (including but not limited to rental deposits and proceeds, and funds held for the purpose of paying Owner obligations as provided in this Agreement) in the same trust account as funds held on behalf of other owners of properties managed by Vacasa. Owner consents to Vacasa keeping all interest earned, if any, on trust account funds.

**E. CHANGE IN LAW.** If any state, county, city or other government or association statute, rule, or regulation prohibits the use of the Home as a vacation rental as contemplated by this Agreement or makes such use economically prohibitive, then Vacasa may terminate this Agreement immediately upon such statute, rule, or regulation taking effect and neither party shall be obligated to honor Existing Reservations, except as required by law.

**F. INSURANCE.** The parties agree as follows:

1. **Owner Insurance Policy.** Owner shall maintain primary insurance policies in connection with general liability and property coverage with respect to the Home, with reasonable limits, deductibles, and coverage placed by reputable insurers. As set forth in more detail in subsection F.2 below, Vacasa has partnered with Rental Guardian to offer the Guestworks Protection Program (GPP) for homeowners enrolled in the Guestworks program which covers risk and exposures that arise from the operation of homes as vacation rentals which are not typically covered by standard homeowners' insurance. Owner acknowledges its understanding that (i) neither Vacasa nor Rental Guardian, LLC (or InsureStays, LLC) are licensed insurance agencies, nor do they represent or sell insurance, and (ii) only licensed insurance agents are qualified to evaluate the adequacy of Owner's insurance coverage or to provide a detailed explanation of coverage provisions, terms and conditions.

2. **Vacasa Guestworks Program Protection.** Vacasa will enroll Owner in its Accommodations Protection Program (the "**Program**"). The Program provides supplemental protection against guest-caused property damages, host liabilities arising from vacation rental activities, and bed bug infestation. The Program includes up to \$1 million (\$1,000,000) per occurrence of protection for host liabilities arising from Vacasa-contracted rentals of your Home, including bodily injury



and damages to adjacent property. The Program also provides up to \$1 million (\$1,000,000) of protection for guest-caused damage to the Home real property or up to \$25,000 for contents (limited to \$7,500 per damaged item). Additionally, the Program includes up to \$15,000 of protection for bed bug infestation, including extermination, replacement of ruined furnishings, and lost revenue during the remediation period. The Program protection applies only to covered incidents that occur during the rental period of a Vacasa-contracted stay at the Home. The Program does not respond to intentional acts of Owner. The Program does not protect stays at the Home by Owner, Owner family members, or any other Owner licensees or invitees, or for any damage or injury that occurs outside the rental period for a Vacasa-booked stay at the Home. The Program is administered by a third-party insurer ("**Insurer**") and does not replace primary homeowners' insurance coverage. The Program protection is subject to the Insurer's policy terms and Program rules in effect at the time of any occurrence. A complete set of current Program rules, including coverage limitations and exclusions, is available from Vacasa upon request.

3. **No Statement on Insurance Coverage.** Notwithstanding anything to the contrary herein, the enrollment of Owner in the Program shall not be construed as agreement by Vacasa that the Program or any insurance policies held by Owner offer adequate protection to Owner in the event of a loss, and shall not be deemed as a limitation of Owner's indemnity, liability, or other obligations under this Agreement or applicable law.

4. **Termination of Program.** In the event that either Vacasa or Insurer terminates its participation in the Program, Vacasa shall notify Owner of the date of termination as soon as reasonably practicable. To avoid any lapse in coverage, Owner agrees to obtain (or maintain) a commercial general liability policy or other policy that (a) expressly covers the use of the home as a vacation rental, (b) provides at least \$1 million in liability coverage, and (c) if requested by Vacasa, covers the property manager as an insured. Owner will obtain the required coverage no later than the date of termination and to provide proof of such insurance to Vacasa.

**G. INDEMNIFICATION.** Owner shall indemnify, defend, and hold harmless Vacasa, its parent, affiliates, successors and assigns, and each of their respective officers, directors, employees, owners, and agents (each a "**Vacasa Party**" and collectively, the "**Vacasa Parties**") for, from, and against any and all claims, suits, demands, actions or other proceedings, and any and all losses, liabilities, damages, costs or expenses of any kind (specifically including, without limitation, reasonable legal and accounting fees) (collectively "**Claims**"), arising from or relating to (1) property damage or injury to persons (including death) by reason of any cause whatsoever either (a) occurring in or about the Home, or (b) resulting from actions taken under the express or implied direction of Owner or Local Host; (2) any breach or nonfulfillment of any representation, warranty or covenant by Owner; (3) any breach by Owner, the Local Host, or any of their respective agents or employees, of any Product Specific Terms; and (4) any act or omission of Owner or Owner's personnel, including any Local Host, in connection with the performance of Owner's obligations under this Agreement. Notwithstanding the foregoing obligation, Owner is not required to indemnify, defend, or hold harmless any Vacasa Party with respect to any Claims solely and directly caused by the Vacasa Party's gross negligence, intentional misconduct, or fraud.

**H. LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO CASE SHALL ANY VACASA PARTY BE LIABLE TO OWNER OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR BUSINESS INTERRUPTION OR LOSS OF PROFITS), OR FOR ANY OTHER DAMAGES THAT ARE NOT DIRECT ECONOMIC DAMAGES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY, EMOTIONAL DISTRESS OR DAMAGE TO PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND EVEN IF ANY VACASA PARTY HAS BEEN ADVISED OF OR OTHERWISE HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, THE VACASA PARTIES' LIABILITY TO OWNER FOR BREACH OF CONTRACT OR NEGLIGENCE, SHALL NOT EXCEED, IN THE AGGREGATE, THE TOTAL SERVICES FEE RECEIVED BY VACASA UNDER THIS AGREEMENT DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

## **I MISCELLANEOUS.**

1. **Governing Law.** This Agreement will be construed in accordance with and governed by the substantive law of the state in which the Home is located, without regard to that state's conflict of law rules.

2. **Dispute Resolution.** The parties agree to resolve any dispute arising out of or relating in any way to this Agreement as follows:

a. **Mediation.** If the dispute is not settled by negotiation, the parties agree first to try to settle the dispute by mediation within 30 days of either party providing written notice of the dispute, such mediation to be administered by the American Arbitration Association ("**AAA**") under its Commercial Mediation procedures. In the event the parties are unable to agree on a mediator, AAA shall appoint a mediator.



**b. Arbitration. If mediation is unsuccessful, the dispute will be resolved by binding arbitration rather than in court,** such arbitration to be conducted by the AAA under its Commercial Arbitration Rules before a single, independent arbitrator. Payment of filing, administration and arbitrator fees will be governed by the AAA's rules. To begin an arbitration, a party must send a letter to the other party requesting arbitration and describing the claim. If Vacasa requests arbitration, it will send the letter to Owner's most recent address in Vacasa's records. If Owner requests arbitration, it will send the letter to Vacasa's registered agent in the state in which the Home is located.

**c. Place of Mediation or Arbitration.** The mediation or arbitration shall take place in the county in which the Home is located, or in such other location as Vacasa and Owner may mutually agree.

**d. Exceptions to Mediation and Arbitration Requirement.** As the only exception to the agreement to submit all disputes to mediation and binding arbitration as provided herein, Vacasa and Owner both retain the right to pursue: (1) in small claims court in the county in which the Home is located any claim that is within that court's jurisdiction, and the parties consent to the personal jurisdiction and venue of such court; and (2) an injunction claim for infringement or other misuse of intellectual property rights in any court with jurisdiction to enjoin (whether by temporary, preliminary, or permanent injunctive relief) infringement or other misuse of intellectual property rights.

**e. Class Action and Jury Trial Waiver.** THE PARTIES AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL.

**3. Assignment.** Either party may assign this Agreement or any of its rights or delegate any of its duties or other interests in this Agreement at any time without the other party's consent.

**4. No Employment Relationship.** There is no existing employment relationship between (1) Vacasa and Vacasa's personnel, employees, agents, vendors, and subcontractors on the one hand, and (2) Owner and the Local Host, and Owner's personnel, vendors, employees, agents, and contractors on the other hand, and this Agreement shall not be deemed to create any such employment relationship. Owner may engage service providers and the Local Host directly, and in such case, Owner acknowledges and agrees that Vacasa will not be a contractual party to such agreements, nor will Vacasa be responsible or liable for the performance of those services, irrespective of whether Vacasa introduced Owner to such service providers.

**5. Signatures.** A signature delivered by facsimile or electronic means, a digital signature, or an electronic manifestation of assent (such as clicking a box to agree) shall have the same force and effect as an original signature. This Agreement may be executed in one or more counterparts or in different formats, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement.

**6. Headings and Footers for Convenience Only; Interpretation.** Headings, captions, and the content of headers and footers in this Agreement are for convenience only and shall not affect the interpretation of this Agreement. In interpreting this Agreement or any part of it, no rule of construction shall apply to the disadvantage of any party on the basis that the party prepared this Agreement or any part of it.

**7. Severability.** If any portion of this Agreement is held invalid in any jurisdiction: (1) such holding shall not affect the validity of that portion in any other jurisdiction; (2) the validity of the remaining portions shall not be affected; and (3) to the greatest extent reasonable and possible, the intent of the parties hereto with respect to their rights and obligations under this Agreement (including with reference to the parts deemed invalid) will be given full effect.

**8. Waiver.** Any failure by Vacasa to enforce any provision of these terms shall not be construed as a waiver of future enforcement of that provision or of any of Vacasa's rights and privileges under this Agreement.

**9. Amendments.** This Agreement may be amended as follows:

**a. Amendment by Mutual Assent.** This Agreement may be amended at any time upon the mutual assent of the parties. Any amendment by mutual assent must be in writing (including by electronic mail), must be signed or assented to by a Vacasa representative at the regional director level (or equivalent) or higher, and must identify the provisions of this Agreement that are to be amended.

**b. Amendment by Notice and Acceptance.** Vacasa may send Owner a proposed amendment to this Agreement, or a proposed fully restated agreement. Vacasa will send any proposed amendment or restated agreement by mail or electronic mail to Owner's last known address provided to Vacasa in the Owner Portal, or will make the proposed amendment or restated agreement available for Owner's review in the Owner Portal. Any proposed amendment will be deemed accepted and will be incorporated into this Agreement, and any restated agreement will replace this Agreement, effective on the 31st day after Vacasa transmits the proposed amendment or restated agreement to Owner, unless Owner provides written notice of its objection to the proposed amendment or restated Agreement

within thirty (30) days of the aforementioned transmittal, in which case this Agreement will be terminated in accordance with Part I Section E.2 of this Agreement.

**c. Amendment by Posting.** Vacasa may amend this Agreement or any of the Product Specific Terms from time to time by posting an amended version at its Website, updating the "Last Updated" date at the top, and sending Owner an email notification. Such amendment will be deemed accepted and become effective at the beginning of the 31st day after the "Last Updated" date unless Owner provides written notice of its objection to the proposed amendment or restated Agreement within thirty (30) days of the aforementioned transmittal, in which case this Agreement will be terminated in accordance with Part I Section E.2 of this Agreement. Owner's continued use of the Guestworks Professional Services or any applicable Product Specific Terms following the effective date of an amendment will also confirm Owner's consent thereto. Owner recognizes and agrees that: (a) Vacasa's privacy policy and copyright policy (without limitation) are not incorporated into this Agreement, and (b) Vacasa may revise such terms at any time in its sole discretion, with or without following the procedures of this Amendments section.

**10. Intellectual Property.** All photographs, text, and other marketing materials Vacasa creates pursuant to this Agreement (and all copyrights and other intellectual property rights therein) are and shall at all times shall remain the sole and exclusive property of Vacasa. If Owner holds the copyright or other intellectual property right in any photographs or other marketing materials for the Home, Owner grants Vacasa a limited license for the Term of this Agreement to use such materials for the purpose of performing the vacation rental services hereunder.

**11. Force Majeure; Effect.**

**a. Definition of Force Majeure.** "Force Majeure" is any event or condition beyond the control of the parties, including but not limited to acts of God; natural disasters such as earthquakes, fires, floods, volcanic eruptions, and storms; civil or military disturbances, riots, acts of terrorism, and acts of war (whether declared or not); sabotage; epidemic; accident; voluntary or involuntary compliance with any regulation, law, order or declaration of any government or civil or military authority, including a declaration of emergency or an evacuation, quarantine, or stay at home order; strike, lock-out, or other labor dispute; interruption, loss or malfunction of utility, transportation, internet or telephone communication service; and inability to obtain labor, material, equipment or transportation.

**b. Effect of Force Majeure.** Each party shall be excused from a failure to perform any of its obligations under this Agreement, and shall not be liable to the other party for any costs or damages due to delay in performance or failure to perform, to the extent that the performance is prevented or made economically prohibitive by Force Majeure. Excuse from performance and liability shall continue so long as the Force Majeure continues. The party whose performance is affected by Force Majeure shall promptly notify the other party of the failure, shall advise the other party of the anticipated duration of the Force Majeure and any actions being taken to minimize its effect, and where possible shall take reasonable efforts to remove the event or condition constituting Force Majeure.

**12. Conflicts.** The Vacasa Hospitality Standards, Platform Terms of Service, Keyless Entry Services, all applicable Product Specific Terms, and other policies and terms described in this Agreement apply to the Guestworks Professional Services, the Platform, and all other Additional Products and Features, are incorporated by reference, and form part of this Agreement. Any reference to this Guestworks Services Agreement shall also include and be a reference to the Product Specific Terms and any other additional policies and terms described above. In the event of conflict with the main body of this Agreement and any Product Specific Terms, the applicable Product Specific Terms will govern, but only with respect to the subject matter of such Product Specific Terms.

**13. Survival of Terms.** Sections Part II A(7) (Existing Reservations), G (Indemnification), H (Limitation of Liability), I(1) (Governing Law) and I(2) (Dispute Resolution), and all other terms that by their nature should logically survive termination of this Agreement, shall continue in force and effect after termination.

**14. Notice Email Address for Vacasa.** In the event of any notification required to be provided by Owner to Vacasa pursuant to this Agreement, including but not limited to a change of Local Host, an update to Owner bank account information, maintenance required with respect to the Home, and any other item requiring notification by Owner herein, Owner will provide notice to Vacasa via email at [guestworks@vacasa.com](mailto:guestworks@vacasa.com), and Owner agrees to do so in a timely manner.

**15. Entire Agreement.** Except as may be supplemented by additional terms, conditions, policies, and Product Specific Terms, this Agreement, including any contemporaneously executed addenda, constitutes the entire agreement of the parties hereto and supersedes all prior and contemporaneous communications, understandings, agreements, representations, and warranties, whether oral or written, relating to the subject matter hereof.

**EXHIBIT A****VACASA HOSPITALITY STANDARDS****The Four C's of Vacasa's Hospitality Standards**

Cleanliness and Condition  
Customer Service  
Compliance  
Consistency

**Introduction:**

Properties advertised on the Guestworks platform will be maintained diligently in accordance with well-defined care quality and excellence standards. Eligibility for inclusion on the Guestworks platform is expressly dependent on consistently adhering to these standards specific to overall property condition; interior and exterior home design; overall state of cleanliness; strict compliance with current state and municipal regulations; and safety & security. In addition, the home must always be accurately represented in advertisements through photos and property description.

**Condition & Design**

- Property for rent must be the entire home inclusive of the kitchen, private bathroom accommodations, etc.
- No major aesthetic / physical damage present.
- Furniture and home decor are in good condition lacking visible wear-and-tear.
- All amenities / appliances are in working order without major issues.
- Child safety-related items (e.g., safety gates, highchairs, cribs, etc.) are in good working condition.
- All utilities shall be fully functioning.
- Boilers, showers, toilets, and water taps have no indicators of any obvious major problems (e.g., toilet doesn't flush, sink doesn't drain).
- Air conditioning and/or heating works well (if expected for that market).
- Hot and cold water are available.
- High-speed Wi-Fi
- Home should be free of any personal items (e.g., toiletries, clothes, shoes, non-perishable food, etc.)
- Entrances to the home are easily accessible and illuminated.
- The home must be completely free of all in-home cameras and other detection / listening devices.
- The home must be ready for guest arrival upon the designated check-in time.

**Condition & Cleanliness****All Rooms & Living Spaces**

Each room and living space and all items within must be clean, in good condition, and in working order. This includes but may not be limited to:

- All surfaces are sanitized regularly and, at minimum, prior to each guest stay (using an EPA-approved disinfectant). All surfaces are dust free.
- Wires and cables for electronics are neatly organized or otherwise hidden from view.
- Rooms smell clean and fresh (i.e., odor is neutral).
- Carpets and their edges are vacuumed and free of spots, rips, or fabric threads or strings.
- If applicable:
  - Wood floors are free of dirt and residue.
  - Floorboards are clean.
- Walls and ceilings are free of cobwebs, watermarks, and mildew.



- Windows and windowsills are dust-free and clean.
- Curtains/drapes are in good repair and free of marks and stains.
- Furniture (i.e., sofas, chairs, tables, beds, desks, nightstands) inclusive of frames and upholstery are in good repair and free of dust, debris, marks, and stains. This includes between / under cushions.
- Mirrors and picture frames are dust-free and clean.
- Lamps (including fixture, shade, finial, and bulb) are dust-free, clean, and in working order.
- Lamp shades are straight and seams turned so they are not visible.
- Televisions function properly and are in good physical repair, dust-free, and clean underneath.
- Remote control is to be clean and in working order.
- Telephones (where present) are wiped clean and free of marks, with any cords / wires bound neatly.
- Thermostats work and are set properly.
- All towels and linens are fresh and clean.
- All trash cans are emptied and provided with a fresh liner/trash bag.
- Deep cleans are performed at least twice per year.

### **Bedrooms**

Each bedroom must meet the following additional requirements:

- Linens, mattress pads, and blankets/comforters/quilts are clean, free of stains, rips, and odor-free.
- All areas including beneath the bed(s) are free of clutter and debris.

### **Bathrooms**

Each bathroom must meet the following additional requirements:

- Bathroom surfaces (including but not limited to walls, floors, ceilings, counter tops, toilets, sinks, mirrors, cabinets, tubs, showers, shower curtains, bright work, vents, and light fixtures) and supplies must be in good repair and clean, dry, free from spots, debris, hair, stains, mineral buildup, mildew, burns, rust, scratches, holes, or other damage.
- Plumbing fixtures (faucets, shower heads, toilet) must not drip or leak.
- Shower rods, grab bars, toilet seats, lids and handles must be properly secured.
- Tub and sink must drain quickly with a minimum amount of noise.
- Tub and sink stoppers must work properly and hold water in the basin.
- Jetted tubs must be thoroughly flushed, cleaned, and disinfected upon guest check-out.
- Where present, ventilation fans must be in good working order, clean, dust-free, and mildew free.
- Each bathroom shall be stocked with quality products. Minimum requirements include at least one (1) shampoo; one (1) conditioner; one (1) wrapped bar of soap; two (2) rolls of toilet paper; full dispenser of liquid soap (if applicable); and freshly laundered towels at the following quantities: 1.5 hand towels, 1.5 bath towels, and 1.5 washcloths per allowed guest, plus 1 shower mat.

### **Kitchen & Dining Room**

Each kitchen must meet the following additional requirements:

- All kitchen surfaces and supplies must be in good repair and clean, dry, free from spots, debris, grease, hair, stains, mineral buildup, mildew, burns, rust, scratches, holes, or other damage. This includes dishes, utensils, and cookware.
- Kitchen and dining room appliances and furniture must be in good working order; interiors must be odor-free, clean and free of grease and soil build-up; exteriors must be clean and free of streaks and spots.
- Dining Table and chairs are wiped down.
- All drawers are clean and organized.
- Coffee maker is supplied and clean.
- Dishwasher, refrigerator, freezer, stovetop, microwave and oven are empty and clean.
- The kitchen shall be stocked with quality products. Minimum requirements include at least one (1) bottle of dish soap; one (1) sponge; one (1) wrapped bar of soap; one (1) full roll of paper towels; one (1) bottle of sanitizing all-purpose cleaner, and three (3) tabs/pods of dishwasher detergent.

### **Balconies, Patios & Outdoor Spaces**

Balconies, patios, and outdoor spaces, where applicable, must meet following additional requirements:

- Areas are free of trash, debris, leaves, and cigarette butts.
- BBQ grill (if applicable) is cleaned and the propane tank filled.
- Outdoor furniture is wiped down.
- Light fixtures (if applicable) are clean and in good working order.
- Landscape is well maintained
- Hot tubs are professionally cleaned after each guest or every two weeks, whichever is more frequent.
- Pools are professionally cleaned every week.
- Pool/Beach/Hot Tub Towels are provided (if applicable). There should be at least one towel per allowed guest.

### **Regulatory**

Home shall comply with all governing laws, code, and regulations -- even if not regularly enforced. These include but may not be limited to the following:

- Home meets minimum/maximum length of stay regulation based upon local and HOA ordinances.
- Home meets local tax regulations.
- Home has a valid permit for short-term renting, maintained by the owner, if required by the local jurisdiction.

### **Safety & Security**

Must meet minimum fire and gas safety requirements based upon local regulations. These include but may not be limited to:

- Smoke alarms, carbon monoxide detectors, and fire extinguishers are all in working order and available. All safety devices must be installed per local regulations and have no evidence of frayed or damaged wires.
- Smoke detectors shall be installed in each bedroom, outside of each separate sleeping area in the immediate vicinity of the sleeping rooms, and on each level of the home including basements. Smoke detectors shall be tested bi-annually.
- Carbon Monoxide detectors shall be located on each level of the dwelling and tested bi-annually.
- One fire extinguisher shall be readily accessible within each kitchen, and there will be a minimum of one fire extinguisher per floor. All extinguishers shall be inspected annually.
- One First Aid Kit shall be available in the home and restocked regularly.
- Exterior doors have a deadbolt (or comparable substitute) that are in working order.
- Guests shall be able to enter the home easily.
- Windows have functioning locks.

### **Customer Service Standards**

Owners shall be available or provide a local host on-call 24/7 to respond to guest questions, issues, and feedback. All customers shall be greeted in a courteous and professional manner.

In addition, owners and representatives of the homeowner including, but not limited to, the local host, housekeeper, and/or vendors shall:

- respond to in-house guest concerns within one (1) hour for non-emergency concerns and immediately for emergencies/urgent requests;
- complete or de-escalate all guest concerns within 24 hours for non-emergency concerns and within 6 hours for emergency concerns
- respond to website questions/requests within 24 hours if not sooner;
- take care to ensure guest is comfortable in the accommodation;
- listen effectively to guests' requests and promptly take the necessary actions to assist them;
- keep guests informed of service progress and unexpected delays in service
- inform guests of normal process time, when they can expect completion, and any delays that may arise in the process; **and**
- conclude any guest interactions in a courteous and professional manner.

- demonstrate respect and inclusivity in all interactions with guests and Vacasa personnel. Threatening, harassing, aggressive, or discriminatory behavior will not be tolerated.

### **COVID-19 Protocol**

Owners shall ensure the safety of guests by following the COVID-19 Premium Clean protocol.

- If owner, Local Host, vendor, or housekeeper shows signs of illness, or reports coming into contact with someone who is suspected of having COVID-19, they will not be present in the unit immediately prior to or during a guest stay.
- Maintenance requests from guests during their stay should be evaluated based on the urgency of the need. Non-emergency maintenance items will be addressed after check-out. For anything that requires immediate attention during a stay, guests should be asked to leave the home or remain in a different room of the home while the work is being completed.
- To maximize ventilation and air out the home, housekeeping staff will turn on ceiling fans and/or open windows while cleaning. They will then close and lock all windows before leaving the property.
- Towels and sheets will be washed and dried at high temperatures. Owners, vendors and housekeepers will put on fresh gloves prior to making the beds and laying out clean towels.
- Owners, vendors and housekeepers will pay special attention to high-touch surfaces and ensure their sanitization, including: doorknobs (inside and out), lockboxes or electronic lock panels, elevator buttons, stair railings, telephones, light switches, remote controls, arms of chairs, refrigerator door handles, sliding door handles, toilets, faucets and knobs, clothes hangers, touch screens, and play sets/toys.

**Owner Life & Safety Certification**

I certify that the following life and safety requirements have been met at my property. I further certify that the below requirements exist and will continue to be maintained for as long as I advertise my property with Vacasa Guestworks.

- There are no hazardous conditions at the property
- There is a fire extinguisher located in each kitchen and accessible by guest
- There is a working smoke detector located in living area
- There is a working smoke detector in each kitchen area and in each bedroom
- There is a working CO2 detector located on each floor of the property
- All exterior doors have working locks
- All windows have working locks
- There are no cameras inside the home
- There are no audio recording devices in the home (excluding decibel or glass-break security monitors or Google Home or Alexa devices)
- There are no dangerous chemicals within guest reach
- There is a First Aid Kit located in each kitchen accessible for guest

Signature: 

Print Name: Laura N Higgins

Title (if signing on behalf of an entity):

Property Address: 805 Comanche Dr, Eufaula, OK 74432

Date: 10-Aug-2023



# McIntosh

## Parcel Map and Account Listing

Data provided by Trina Williams County Assessor

Date 08/21/2023

Time 09:59:33



### Account List

Account	Current Owner	Legal Description
<b>460024754</b>		
ParcelID 1250-00-001-460-0-000-00	KEISLING, KENT & VICKY	LOTS 460 & 461 BLK 1 RIVER OAKS 731/157 983/217 1168/308 1165/310
Situs 00992 SEQUOYAH DR EUFAU		
Sec/Twn/Rng	11606 E DRAPER AVE	
Subdivision RIVER OAKS		
Block/Lot 0001 / 0460	NICOMA PARK OK 73066-	
Lot Size 2 Lots	Book/Page 1168-0310	
<b>460024687</b>		
ParcelID 1250-00-001-376-0-000-00	FRY, JEREMY BILL & TORI	LOTS 376-377 BLK 1 RIVER OAKS 448/555 755/214 798/116 798/118 983/709 1156/189
Situs 01200 CHEYENNE DR		
Sec/Twn/Rng	1200 CHEYENNE DR	
Subdivision RIVER OAKS		
Block/Lot 0001 / 0376	EUFAULA OK 74432-	
Lot Size 2 Lots	Book/Page 1156-0189	
<b>460024571</b>		
ParcelID 1250-00-001-245-0-000-00	CHAVEZ, JOHN	LOTS 240-245 BLK 1 RIVER OAKS 638/303 707/286 746/160 769/716 950/257 1043/383 1054/254 1056/451 1127/663
Situs 00742 CHOCTAW DR		
Sec/Twn/Rng	742 CHOCTAW DRIVE	
Subdivision RIVER OAKS		
Block/Lot 0001 / 0245	EUFAULA OK 74432-	
Lot Size 6 Lots	Book/Page 1146-0771	



# McIntosh

## Parcel Map and Account Listing

Data provided by Trina Williams County Assessor

Date 08/21/2023

Time 09:59:33

### Account List

Account	Current Owner	Legal Description
<b>Account</b> 460024748 <b>ParcelID</b> 1250-00-001-454-0-000-00 <b>Situs</b> <b>Sec/Twn/Rng</b> <b>Subdivision</b> RIVER OAKS <b>Block/Lot</b> 0001 / 0454 <b>Lot Size</b> 2 Lots	<b>Current Owner</b> THOMAS, JAMES BRYAN & JANET C  12425 34F DR. NEWALLA OK 74857-000C <b>Book/Page</b> 1128-0462	<b>Legal Description</b> LOTS 454-455 BLK 1 RIVER OAKS 710/228 800/231 CONTRACT 875/500 875/501 919/107 1033/266 1128/461 '93 ELLIOTT
<b>Account</b> 460024696 <b>ParcelID</b> 1250-00-001-386-0-000-00 <b>Situs</b> <b>Sec/Twn/Rng</b> <b>Subdivision</b> RIVER OAKS <b>Block/Lot</b> 0001 / 0386 <b>Lot Size</b> 2 Lots	<b>Current Owner</b> CROSS, RICKEY  613 KAYHILL LN EDMOND OK 73003- <b>Book/Page</b> 1095-0273	<b>Legal Description</b> LOTS 386 & 387 BLK 1 RIVER OAKS 448/572 644/674 1095/270
<b>Account</b> 460001852 <b>ParcelID</b> 0000-12-09N-16E-1-005-00 <b>Situs</b> 418512 E 1200 RD <b>Sec/Twn/Rng</b> 12-9N-16E <b>Subdivision</b> <b>Block/Lot</b> <b>Lot Size</b> 40.8000 Acres	<b>Current Owner</b> SMITH, NORMAN J. & RETTA L.  418512 E 1200 RD EUFAULA OK 74432-3266 <b>Book/Page</b> 0947-0556	<b>Legal Description</b> W2 NW NE, E2 NE NW LESS N418' OF W209', BEG SW/C NE NW NE E250' N420' NW'LY TO W/L NE NW NE S TO POB SEC 12-9-16 477/142 701/527 869/73 892/746 893/39 893/664 893/790 947/556 '06 CLAYTON (TITLE CANCELLED 3-1-12)
<b>Account</b> 460001851 <b>ParcelID</b> 0000-12-09N-16E-1-003-00 <b>Situs</b> 120111 S 4188 RD <b>Sec/Twn/Rng</b> 12-9N-16E <b>Subdivision</b> <b>Block/Lot</b> <b>Lot Size</b> 6.7900 Acres	<b>Current Owner</b> CAMPBELL, ANNA B.  120205 S 4188 RD EUFAULA OK 74432-000C <b>Book/Page</b> 0832-0061	<b>Legal Description</b> BEG SE/C NE NW NW N013059W 657.76' S882737W 660.19' S013301E 123.04' CURVE R S394548E RAD 324' ARC 168 09' S245404E 439.48' N883353E 78.12' N251233W 208.71' N812844E 296.07' S012607E 227.50' N883353E 95' POB SEC 12-9-16 695/755 832/61 1067/591
<b>Account</b> 460024591 <b>ParcelID</b> 1250-00-001-266-0-000-00 <b>Situs</b> 00787 CHOCTAW DR EUFAUL <b>Sec/Twn/Rng</b> <b>Subdivision</b> RIVER OAKS <b>Block/Lot</b> 0001 / 0266 <b>Lot Size</b> 1 Lots	<b>Current Owner</b> THOMAS INVESTMENT PROPERTIES, LLC  413923 E 1090 RD CHECOTAH OK 74426- <b>Book/Page</b> 1127-0437	<b>Legal Description</b> LOT 266 BLK 1 RIVER OAKS 448/555 817/29 855/410 1005/184 1011/564 1066/468 1127/437
<b>Account</b> 460024590 <b>ParcelID</b> 1250-00-001-265-0-000-00 <b>Situs</b> 00785 CHOCTAW DR EUFAUL <b>Sec/Twn/Rng</b> <b>Subdivision</b> RIVER OAKS <b>Block/Lot</b> 0001 / 0265 <b>Lot Size</b> 1 Lots	<b>Current Owner</b> THOMAS INVESTMENT PROPERTIES, LLC  413923 E 1090 RD CHECOTAH OK 74426- <b>Book/Page</b> 1127-0437	<b>Legal Description</b> LOT 265 BLK 1 RIVER OAKS 376/516 448/555 817/24 855/408 1005/184 1011/564 1066/468 1127/437
<b>Account</b> 460024589 <b>ParcelID</b> 1250-00-001-264-0-000-00 <b>Situs</b> 00783 CHOCTAW DR EUFAUL <b>Sec/Twn/Rng</b> <b>Subdivision</b> RIVER OAKS <b>Block/Lot</b> 0001 / 0264 <b>Lot Size</b> 1 Lots	<b>Current Owner</b> THOMAS INVESTMENT PROPERTIES, LLC  413923 E 1090 RD CHECOTAH OK 74426- <b>Book/Page</b> 1127-0437	<b>Legal Description</b> LOT 264 BLK 1 RIVER OAKS 448/555 817/19 835/29 1005/184 1011/564 1066/468 1127/437
<b>Account</b> 460024588 <b>ParcelID</b> 1250-00-001-263-0-000-00 <b>Situs</b> 00781 CHOCTAW DR EUFAUL <b>Sec/Twn/Rng</b> <b>Subdivision</b> RIVER OAKS <b>Block/Lot</b> 0001 / 0263 <b>Lot Size</b> 1 Lots	<b>Current Owner</b> THOMAS INVESTMENT PROPERTIES, LLC  413923 E 1090 RD CHECOTAH OK 74426- <b>Book/Page</b> 1127-0437	<b>Legal Description</b> LOT 263 BLK 1 RIVER OAKS 448/555 817/14 835/27 1005/184 1011/564 1066/468 1127/437
<b>Account</b> 460024565 <b>ParcelID</b> 1250-00-001-239-0-000-00 <b>Situs</b> <b>Sec/Twn/Rng</b> <b>Subdivision</b> RIVER OAKS <b>Block/Lot</b> 0001 / 0239 <b>Lot Size</b> 1 Lots	<b>Current Owner</b> WILLIAMS, SKEET M.  907 LARUE RD MCALESTER OK 74501- <b>Book/Page</b> 1087-0277	<b>Legal Description</b> LOT 239 BLK 1 RIVER OAKS 638/303 707/286 769/716 1054/252 1087/277



# McIntosh

## Parcel Map and Account Listing

Data provided by Trina Williams County Assessor

Date 08/21/2023

Time 09:59:33

### Account List

Account	460024562	Current Owner	Legal Description
ParcelID	1250-00-001-236-0-000-00	NEAL, RAY ORVIS	LOT 236 BLK 1 RIVER OAKS 377/66
Situs	00787 SEMINOLE DR		512/386 904/723
Sec/Twn/Rng		% NEAL'S PROPERTIES, LLC	
Subdivision	RIVER OAKS	301 N "L" ST	
Block/Lot	0001 / 0236	EUFULA	OK 74432-000C
Lot Size	1 Lots	Book/Page 0904-0723	
Account	460024563	Current Owner	Legal Description
ParcelID	1250-00-001-237-0-000-00	NEAL, ROSS & WANDA	LOT 237 BLK 1 RIVER OAKS 963/87
Situs			1002/679
Sec/Twn/Rng		301 N "L" ST	
Subdivision	RIVER OAKS		
Block/Lot	0001 / 0237	EUFULA	OK 74432-000C
Lot Size	1 Lots	Book/Page 1002-0679	
Account	460024689	Current Owner	Legal Description
ParcelID	1250-00-001-378-0-000-00	ARCE, WALTER & DAYUMA	LOT 378 BLK 1 RIVER OAKS 448/555
Situs			755/214 923/636 953/728
Sec/Twn/Rng			
Subdivision	RIVER OAKS	11241 S 274TH E AVE	
Block/Lot	0001 / 0378	COWETA	OK 74429-000C
Lot Size	1 Lots	Book/Page 0953-0728	
Account	460024564	Current Owner	Legal Description
ParcelID	1250-00-001-238-0-000-00	HENSON, NICKY LYNN & CYNTHIA ANN	LOT 238 BLK 1 RIVER OAKS 569/499*
Situs			829/245** 1109/174 1158/28
Sec/Twn/Rng		3992 STONEBROOK	
Subdivision	RIVER OAKS		
Block/Lot	0001 / 0238	NORMAN	OK 73072-
Lot Size	1 Lots	Book/Page 1158-0028	
Account	460024753	Current Owner	Legal Description
ParcelID	1250-00-001-459-0-000-00	HIGGINS, LAURA N & MITCHELL	LOT 459 BLK 1 RIVER OAKS 453/103
Situs	00805 COMANCHE DR EUFAL		1050/517 1052/458 1127/639 1178/81
Sec/Twn/Rng		805 COMANCHE DR	
Subdivision	RIVER OAKS		
Block/Lot	0001 / 0459	EUFULA	OK 74432-
Lot Size	1 Lots	Book/Page 1178-0081	
Account	460024751	Current Owner	Legal Description
ParcelID	1250-00-001-457-0-000-00	GLEASON, THOMAS & PATRICK	LOT 456-458 BLK 1 RIVER OAKS 745/328
Situs	00829 COMANCHE DR		820/358 1005/186
Sec/Twn/Rng			
Subdivision	RIVER OAKS	829 COMANCHE DR	
Block/Lot	0001 / 0457	EUFULA	OK 74432-
Lot Size	3 Lots	Book/Page 1137-0782	
Account	460024592	Current Owner	Legal Description
ParcelID	1250-00-001-267-0-000-00	THOMAS INVESTMENT PROPERTIES, LLC	LOT 267 BLK 1 RIVER OAKS 448/555
Situs	00989 SEQUOYAH DR EUFAU		817/34 855/412 1005/184 1011/564
Sec/Twn/Rng			1066/468 1127/437
Subdivision	RIVER OAKS	413923 E 1090 RD	
Block/Lot	0001 / 0267	CHECOTAH	OK 74426-
Lot Size	1 Lots	Book/Page 1127-0437	
Account	460024694	Current Owner	Legal Description
ParcelID	1250-00-001-383-0-000-00	GLEASON, THOMAS & PATRICK	LOT 382-383 BLK 1 RIVER OAKS 376/516
Situs			448/555 766/49 820/719 1005/186
Sec/Twn/Rng			
Subdivision	RIVER OAKS	829 COMANCHE DR	
Block/Lot	0001 / 0383	EUFULA	OK 74432-
Lot Size	2 Lots	Book/Page 1137-0782	
Account	460024746	Current Owner	Legal Description
ParcelID	1250-00-001-449-0-000-00	CROSS, RICKEY	LOTS 449-453 BLK 1 RIVER OAKS
Situs			448/563 710/228 850/672 851/88 900/623
Sec/Twn/Rng			905/408 937/525 955/809 955/811 962/44
Subdivision	RIVER OAKS	613 KAYHILL LN	1095/82 1095/85 1095/90
Block/Lot	0001 / 0449	EDMOND	OK 73003-
Lot Size	5 Lots	Book/Page 1095-0090	



# McIntosh

## Parcel Map and Account Listing

Data provided by Trina Williams County Assessor

Date 08/21/2023  
Time 09:59:34

### Account List

Account	460024757	Current Owner	Legal Description
ParcelID	1250-00-001-464-0-000-00	ROEHL, MARJORIE MORFORD &	LOT 464 BLK 1 RIVER OAKS MARJORIE MORFORD ROEHL 1/2 INT & TRUSTEE FOR FRANK EARL MORFORD 1/2
Situs			
Sec/Twn/Rng		FRANK EARL MORFORD 1/2 INT.EA.	
Subdivision	RIVER OAKS	8205 DOUBLE TREE LN	
Block/Lot	0001 / 0464	MISSOULA MT 59804-000C	
Lot Size	1 Lots	Book/Page	
Account	460024681	Current Owner	Legal Description
ParcelID	1250-00-001-370-0-000-00	ATTEBERRY, CHARLES	LOT 370 BLK. 1 RIVER OAKS 448/555 755/214 923/628
Situs			
Sec/Twn/Rng			
Subdivision	RIVER OAKS	122254 S. 4109 RD	
Block/Lot	0001 / 0370	EUFAULA OK 74432-000C	
Lot Size	1 Lots	Book/Page 0923-0628	
Account	460024691	Current Owner	Legal Description
ParcelID	1250-00-001-380-0-000-00	GRAHAM, DAVID & KATHY	LOT 380 BLK 1 RIVER OAKS 807/349 845/2 939/509
Situs			
Sec/Twn/Rng			
Subdivision	RIVER OAKS	19661 SE 33RD ST	
Block/Lot	0001 / 0380	HARRAH OK 73045-6114	
Lot Size	1 Lots	Book/Page 0939-0509	
Account	460024686	Current Owner	Legal Description
ParcelID	1250-00-001-375-0-000-00	BYRD, FELICIA PHOEBE LYNN	LOT 375 BLK 1 RIVER OAKS 494/23 666/732 779/104 779/273 869/209 919/568 990/50 1090/653 1090/654
Situs	00823 CHEYENNE DR		
Sec/Twn/Rng		823 CHEYENNE DR.	
Subdivision	RIVER OAKS		
Block/Lot	0001 / 0375	EUFAULA OK 74432-	
Lot Size	1 Lots	Book/Page 1090-0654	
Account	460024684	Current Owner	Legal Description
ParcelID	1250-00-001-373-0-000-00	ATTEBERRY, CHARLES	LOT 373 BLK 1 RIVER OAKS 376/516 448/555 755/214 923/634
Situs			
Sec/Twn/Rng			
Subdivision	RIVER OAKS	122254 S. 4109 RD	
Block/Lot	0001 / 0373	EUFAULA OK 74432-000C	
Lot Size	1 Lots	Book/Page 0923-0634	
Account	460024683	Current Owner	Legal Description
ParcelID	1250-00-001-372-0-000-00	ATTEBERRY, CHARLES	LOT 372 BLK 1 RIVER OAKS 400/629 755/214 923/632
Situs			
Sec/Twn/Rng			
Subdivision	RIVER OAKS	122254 S. 4109 RD	
Block/Lot	0001 / 0372	EUFAULA OK 74432-000C	
Lot Size	1 Lots	Book/Page 0923-0632	
Account	460024682	Current Owner	Legal Description
ParcelID	1250-00-001-371-0-000-00	ATTEBERRY, CHARLES	LOT 371 BLK 1 RIVER OAKS 443/80 693/81 756/534 923/630
Situs			
Sec/Twn/Rng			
Subdivision	RIVER OAKS	122254 S. 4109 RD	
Block/Lot	0001 / 0371	EUFAULA OK 74432-000C	
Lot Size	1 Lots	Book/Page 0923-0630	
Account	460024695	Current Owner	Legal Description
ParcelID	1250-00-001-384-0-000-00	MUSCOGEE CREEK NATION	(BARBARA JOHNSON) LOT 384-385 RIVER OAKS 505/99 542/157
Situs			
Sec/Twn/Rng			
Subdivision	RIVER OAKS	PO BOX 297	
Block/Lot	0001 / 0384	OKMULGEE OK 74447-000C	
Lot Size	2 Lots	Book/Page 0492-0541	
Account	460024692	Current Owner	Legal Description
ParcelID	1250-00-001-381-0-000-00	PIERCE, WILLIAM H & WF	LOT 381 BLK 1 RIVER OAKS
Situs			
Sec/Twn/Rng			
Subdivision	RIVER OAKS	527 S SANDERS RD	
Block/Lot	0001 / 0381	McALESTER OK 74501-000C	
Lot Size	1 Lots	Book/Page	





# McIntosh

## Parcel Map and Account Listing

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Date 08/21/2023

Time 09:59:34

### Account List

Account	460024690	Current Owner	Legal Description
ParcelID	1250-00-001-379-0-000-00	TAYLOR, LEROY & BECKIE	LOT 379 BLK 1 RIVER OAKS 175/246 588/603 848/277 862/301
Situs			
Sec/Twn/Rng			
Subdivision	RIVER OAKS	RT 1 BOX 235	
Block/Lot	0001 / 0379	EAKLY	OK 73033-000C
Lot Size	1 Lots	Book/Page 0862-0301	
Account	460024685	Current Owner	Legal Description
ParcelID	1250-00-001-374-0-000-00	ANDERSON, CHRISTIAN	LOT 374 BLK 1 RIVER OAKS 491/577 615/666 862/248 963/744
Situs			
Sec/Twn/Rng			
Subdivision	RIVER OAKS	1800 RAINTREE LANE	
Block/Lot	0001 / 0374	CHOCTAW	OK 73020-000C
Lot Size	1 Lots	Book/Page 0963-0744	
Account	460024758	Current Owner	Legal Description
ParcelID	1250-00-001-465-0-000-00	CROSS, RICKEY	LOT 465 & 466 BLK 1 RIVER OAKS 846/484 900/623 955/809 955/811 962/44 1095/82 1095/85 1095/90
Situs	00828 SHERWOOD RD		
Sec/Twn/Rng			
Subdivision	RIVER OAKS	613 KAYHILL LN	
Block/Lot	0001 / 0465	EDMOND	OK 73003-
Lot Size	2 Lots	Book/Page 1095-0090	
Account	460024756	Current Owner	Legal Description
ParcelID	1250-00-001-462-0-000-00	RODGERS, TROY & DEBBIE	LOT 462-463 BLK 1 RIVER OAKS 443/668 767/544 771/24 771/25 808/363
Situs	00812 SHERWOOD RD		
Sec/Twn/Rng			
Subdivision	RIVER OAKS	9520 SW 35TH TERRACE	
Block/Lot	0001 / 0462	OKLAHOMA CITY	OK 73179-
Lot Size	2 Lots	Book/Page 0808-0363	



August 21, 2023

CROSS, RICKEY  
613 KAYHILL LN  
EDMOND, OK 73003-

Dear Property Owner:

The Board of Adjustments is considering Special Use Permit application for the following property:

**Commonly Known as:** 805 Comanche Drive

**Legal Description:** Lot Four Hundred Fifty-Nine (459) of River Oaks Estates, a subdivision located in the South Half (S/2) of Section One (1), Township Nine (9) North, Range Sixteen (16) East of the I.B.M., McIntosh County, Oklahoma.

**Proposed Use:** Applicant is requesting a Special Use Permit to offer a short-term residential rental (AirBnB) at the above location.

**Applicant/s:** Laura and Mitchell Higgins

Enclosed is a map showing the section and proposed location being considered for Special Use Permit. You are being notified because you are listed as a property owner within a 300-foot radius of the property. If you have questions or would like to submit a comment for the record, please contact us through one of the following options:

Phone: 918-689-2534

Mail: P.O. Box 684, Eufaula, OK 74432

Email: AA@CityofEufaulaOK.com

This item will be considered by the Board of Adjustments at the meeting on September 18, 2023, at 5:30pm at the Community Center, 121 High Street, Eufaula, OK. You are welcome to attend the public meeting and provide comments at the designated time.

Respectfully,  
Julie Musgraves  
Administrative Assistant  
City of Eufaula



Seminole Dr Seminole Dr

FKA, JOE RENDA

NEAL, RAY ORVIS

NEAL, ROSS & WANDA

ARCE, WALTER & DAYUMA

TAYLOR, LEROY & BECKIE

GRAHAM, DAVID & KATHY

PIERCE, WILLIAM H & WF

GLEASON, THOMAS & PATRICK

MUSCOGEE CREEK NATION

CROSS, RICKEY

WE PAU DOR

Comanche Dr Comanche Dr Comanche Dr Comanche Dr Comanche Dr

241

242

WILLIAMS, SKEET M.

HENSON, NICKY LYNN & CYNTHIA ANN

**RIVER OAKS**

HENSON, NICKY LYNN & CYNTHIA ANN

458

GLEASON, THOMAS & PATRICK

456

THOMAS, JAMES BRYAN & JANET C

453

CROSS, RICKEY

aw Dr Choctaw Dr Choctaw Dr Choctaw Dr

THOMAS INVESTMENT PROPERTIES, LLC

THOMAS INVESTMENT PROPERTIES, LLC

THOMAS INVESTMENT PROPERTIES, LLC

THOMAS INVESTMENT PROPERTIES, LLC

THOMAS INVESTMENT PROPERTIES, LLC

THOMAS INVESTMENT PROPERTIES, LLC

KEISLING, KENT & VICKY

RODGERS, TROY & DEBBIE

ROEHL, MARJORIE MORFORD &

CROSS, RICKEY

SMITH, NORMAN J. &

Sherwood Rd

Sherwood Rd CAMPBELL, ANDERSON

Sherwood Rd

COUNTY OF MCINTOSH )  
STATE OF OKLAHOMA )

IN THE DISTRICT COURT

NO. PUBLIC NOTICE W/ MAP

**AFFIDAVIT OF PUBLICATION**  
**COOKSON HILLS PUBLISHERS, INC.**  
dba The Indian Journal, McIntosh County Democrat  
109 S. Main, Eufaula, OK 74432  
(918) 689-2191

I, Daphanie Hutton, of lawful age, being duly sworn upon oath, deposes and says that I am the authorized representative of Cookson Hills Publishers, Inc., Publisher of the Indian Journal newspaper, a weekly publication that is a "legal newspaper" as that phrase is defined in 25 O.S. § 106, as amended to date, for the City of Eufaula, for the County of McIntosh, in the State of Oklahoma. The attachment hereto contains a true and correct copy of what was published in the regular edition of said newspaper, and not in a supplement, in consecutive issues on the following dates:

**PUBLICATION DATES:**

August 24, 2023

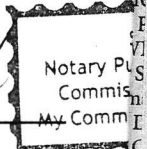
*[Handwritten Signature]*  
\_\_\_\_\_

Signed and sworn to before me on this 24<sup>th</sup> day of August, 2023.

*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public

My Commission expires: April 3, 2026  
Commission #06003427

**PUBLICATION FEE: \$** 54.94  
202 words; 1 tabular lines; 2 column(s)  
         insertions



**Shown exactly as published in Newspaper**

PAGE B6 • THE MCINTOSH COUNTY DEMOCRAT • THE INDIAN JOURNAL

**LEGAL NOTICES**

**Legal Notice**

Published in the Indian Journal,  
Thursday, August 24, 2023.

**City of Eufaula Public Hearing Notice**

Notice is hereby given that the City of Eufaula, Oklahoma, will conduct a public hearing on a Special Use Permit Application for property located within the City of Eufaula.

The property requesting the Special Use Permit is described as follows:

Lot Four Hundred Fifty-Nine (459) of River Oaks Estates, a subdivision located in the South Half (S/2) of Section One (1), Township Nine (9) North, Range Sixteen (16) East of the I.B.M., McIntosh County, Oklahoma.

Commonly Known as: 805 Comanche Drive

Proposed Use: Applicant is requesting a Special Use Permit to offer a short-term residential rental (AirBnB)

Applicant/s: Laura and Mitch-

ell Higgins  
The public hearing will be held as follows:

September 18, 2023 at 5:30 P.M.  
Board of Adjustments, Eufaula Community Center, 121 High Street.

At this time any interested citizen of Eufaula, Oklahoma will have the opportunity to be heard regarding the Special Use Permit request. If there are any questions about the proposal, or you need additional information prior to the public hearing, please contact the Eufaula City Hall at 918-689-2534. A copy of the application is available for public inspection during normal working hours and can be accessed from the Eufaula City Hall at 918-689-2534 or by emailing aa@cityofeufaulaok.com.



*Law Office of*

**HENSON LEGAL PLLC**  
*A PROFESSIONAL LIMITED LIABILITY COMPANY*  
PO Box 1265  
Norman, Oklahoma 73070

Nick Henson  
Attorney at Law  
Office (405) 292-4775  
Facsimile (888) 415-2122  
[nick@hensonlegal.net](mailto:nick@hensonlegal.net)

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City of Eufaula  
PO Box 684  
Eufaula, Ok 74432

August 30, 2023

Re: 805 Comanche Eufaula Oklahoma 74432 – Board of Adjustments

Julie Musgrave,

I am writing in support of the Special Use Permit for the above-captioned property being used as a short-term rental.

With the recent expansion and improvements to all of the marinas, and the construction of the new Indian casino and resort, I fear that Eufaula will become like Durant, where there is no place to stay close to the resort or lake area. I believe this can only reduce revenues to the City and local businesses.

Sincerely,



NLH/nlh  
Encl:



Board of Adjustment Item No. 6

Meeting Date: September 18, 2023

## Agenda Item Memo

**Item Title:** Consideration of Acceptance, Approval, Adoption, Rejection, Amendment, and/or Postponement of a Zoning Variance/Special Exception Application requesting permission to place an off-site sign advertising their business on an existing sign pole at the corner of Selmon and Birkes Road. Legal Description: A tract of land known as the West 78.34 feet of Lots Four (4) and Eight (8), all of Lots Five (5) and Seven (7), and the East 65.50 feet of Lot Six (6), all in Block Eleven (11), Sunset Addition to the City of Eufaula, McIntosh County, Oklahoma, and part of Tully Ave in the City of Eufaula, now vacated, as shown by the recorded plat thereof more particularly described as follows: Beginning at a point on the South line of Tully Avenue 248.66 feet West of the Northeast corner of Block 11, Sunset Addition; thence West along said South line of Tully Avenue a distance of 34.09 feet; thence North and parallel to the center line of Sixth Street a distance of 40 feet; thence West along the North line of Tully Avenue a distance of 120.45 feet; thence South and parallel to the center line of Sixth Street a distance of 20 feet; thence West and parallel to the North line a Tully Avenue a distance of 77.81 feet; thence South and parallel to the center line of Sixth Street a distance of 106.20 feet to a point on the Northerly Right-of-Way line of Oklahoma State Highway No.9; thence in a Southeasterly directing along said Right-of-Way line a distance of 250.00 feet; thence North and parallel to the center line of Sixth Street a distance of 176.49 feet to the Point of Beginning. Commonly known as 540 Selmon Road.

**Initiator:** Patricia Smith

**Staff Information Source:** Julie Musgraves, Executive Assistant.

**Background:** Patricia Smith submitted a Zoning Variance application on August 22, 2023, requesting permission to place an off-site sign advertising their business on an existing pole sign on the corner of Selmon and Birkes Road owned by Chris & Melanie Powell.

**Attachment:** Application, Deed, Letter of Permission from Owner, Sign Plans, Sign as it is currently, Radius List, Radius Letters, Map, & Indian Journal Publication

CITY OF EUFAULA

APPLICATION FOR ZONING VARIANCE / SPECIAL EXCEPTION REQUEST

Date: 8/17/83

Address or General Description: NE corner Selmon Rd & Burkes Rd

Present Zoning: \_\_\_\_\_ Owner of Record: Chris Powell

Legal Description of tract under application, if described by meters and bonds, attach plat of survey: \_\_\_\_\_

If applicant is other than owner, please indicate interest (purchaser, lessee, agent for, other). Attach documentation of interest and documentation from the owner of record authorizing this specific use permit. Lease use

Are there any private or deed restrictions controlling use of tract (If yes, explain): NO

Responsible party for advertising, zoning variance application fee (\$150.00), and any additional fees:

Name: Patricia Smith Brewell Family Healthcare

Address: 1640 Alexander Dr. #107 Euftaula OK 74432

Phone: 918-490-9034

I do hereby certify that the information herein submitted is complete, true and accurate.

Signed: Patricia Smith Date: 8/17/83

Printed Name: Patricia Smith Phone: 918 490 9035

Address: 1640 Alexander Dr #107 Euftaula OK 74432

A. General Description of Property

Size in Acres or Square Feet: 7 FT X 4 FT Metal Sign

Current Use: Advertising Sign

Topography (Flat, Rolling Hills, Etc.): Metal Pole

Frontage Road (Name and Description): 9 West of Burkes Rd

Identify structures and improvements on property: I smell Bacon and  
I smell Gas, 2 signs on Metal Pole  
Escalades and

City Water: YES \_\_\_\_\_ NO X

City Sewer: YES \_\_\_\_\_ NO X

Identify the use(s) intended for the subject property: \_\_\_\_\_

Advertising Sign for Medical Clinic

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## B. General Description of Adjacent Property

Identify any buildings and give their approximate distance from your property lines: \_\_\_\_\_

I smell Bacon and I smell Gas

Explain the surrounding land uses: Retail and Restaurant

## C. Zoning Variance / Special Exception Request

Is there extraordinary or exceptional conditions or circumstances which are peculiar to the land, structure or building involved, the literal enforcement of the terms of the Code would result in unnecessary hardship? NO

its a metal pole on the corner of the property that has 2 signs already on it

Does the extraordinary or exceptional conditions or circumstances apply to other property in the same use district? Explain: NO

this is a sign to be added to the current ones in place

If the variance is granted will it cause substantial detriment to the public good or impair the purposes, spirit, and intent of the Code, or the Comprehensive Plan? Explain: NO

this will give the public information of weather available to them and location of clinics to provide weather for them

Describe the variance/special exception as it pertains to your property: \_\_\_\_\_

to Promote Medical treatment for the  
Community

Describe the benefits, if any, of your requested variance/special exception to the adjacent properties and/or to the City of Eufaula: None

Identify how well suited the subject property is for the requested variance/special exception. (Cite such advantages as topography, foliage, soil, drainage, access, distance to centers of population, availability of utilities, etc.) Explain: \_\_\_\_\_

Visual Signage in Route to Clinic

Explain how the variance/special exception request will affect the road system(s) serving your area: None

Give an estimated traffic count (average daily trips) for the variance/special exception request. How will the potential traffic resulting from the increased use or activity be controlled? \_\_\_\_\_

No Changes

Is the variance/special exception requested comparable to surrounding permitted uses and the existing development pattern? Yes

How will the variance/special exception request be detrimental to property in the same zone or vicinity? (Identify any adverse effects and explain measures you would propose to minimize these effects) Explain: None

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**Applicant: Do NOT Write Below This Line**

Application received by: \_\_\_\_\_ Date: \_\_\_\_\_

Tract Acreage: \_\_\_\_\_ Public Hearing Date: \_\_\_\_\_

Section: \_\_\_\_\_ Township: \_\_\_\_\_

Range: \_\_\_\_\_ Present Zoning: \_\_\_\_\_

Application Number: \_\_\_\_\_ Fee Receipt No: \_\_\_\_\_

**Board of Adjustment Recommendation** Date: \_\_\_\_\_

Recommendation: \_\_\_\_\_

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Vote: \_\_\_\_\_

Provisions: \_\_\_\_\_

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To Whom It May Concern,

I am writing to inform you that Patricia Smith, Owner of Bee Well Family Healthcare has permission to place a sign on the land owned by myself and my husband, Chris Powell. Please refer to the attached deed for the land description. If you have any questions, please feel free to contact me.

Thank you,  
Melanie Powell  
Owner  
918-617-0149



P.O.BOX 549 Stigler, OK 74462 www.stiglerprinting.com P: 918.967.8768 F: 918.967.9347

Bee Well Family  
Tammy Nixon  
40 Alexander Dr, Suite 107  
Tulsa, OK 74432

**ESTIMATE**  
E70779  
Date: 8/18/2023

Dear Tammy,  
Thank you for the opportunity to provide Bee Well Family with a competitive print quote. If you have any questions regarding the quote details listed below please feel free to contact us directly. We appreciate your consideration in using our services.

### Job Specifications

Description	Total
Job Name : Metal Sign - LAMINATED Finish Size : 4x7 Quantity : 1 Total Pages : 2, Color Pages : 2 Finish Type : Standard Gloss Paper Grade 1 : Aluminum, Color Requirements : 4/0 Color Front Only	<b>\$248.00</b>

Product Cost : .....\$248.00  
 Tax : .....\$24.80  
**Total : .....\$272.80**

Sincerely,  
Tiffany Page

\_\_\_\_\_  
Accepted By

\_\_\_\_\_  
Date



Tammy Nixon <tnixon.beewellhealthcare@gmail.com>

### Purchase receipt from Stigler News-Sentinel

1 message

member@paypal.com <member@paypal.com>

Mon, Aug 21, 2023 at 3:35 PM

Reply-To: kelly@stiglerprinting.com

To: "tnixon.beewellhealthcare@gmail.com" <tnixon.beewellhealthcare@gmail.com>

Hi Patricia,

Please find the receipt for the payment of \$272.80. It was a pleasure doing business with you, thank you.

## Receipt

08/21/2023 13:34:45

### Stigler News-Sentinel

204 S. Broadway  
Stigler, OK 74462

Transaction ID  
4F9929895U901542M

Billing information  
Visa •••• •••• •••• 5664

Invoice ID  
70886

Patricia Smith

Order information

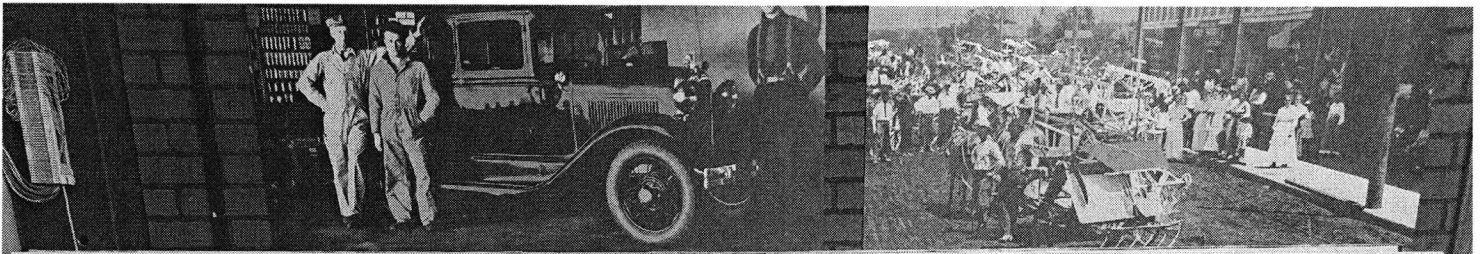
Bee well family

Amount            \$272.80 USD

Shipping           \$0.00 USD

Tax                 \$0.00 USD

Total              **\$272.80 USD**



**Patricia Smith**  
**MSN, APRN-CNP**

*Bee*  
*Well*  
 Family Healthcare



640 ALEXANDER DR SUITE 107  
 EUFAULA, OK 74432  
 PHONE: (918) 490-9034  
 FAX: (918) 490-9035

- PRIMARY CARE AGES 2 AND UP
- IN HOUSE LABS
- MINOR PROCEDURES
- WEIGHT LOSS
- IV INFUSIONS FOR HEALTH MAINTAINENCE
- WALK INS WELCOME  
DEPENDING ON AVAILABILITY
- MOST INSURANCES ACCEPTED
- DISCOUNTED SELF PAY SCHEDULE
- ALL MAJOR CREDIT CARDS ACCEPTED







**TRINA WILLIAMS**  
**McINTOSH COUNTY ASSESSOR**

P. O. BOX 107  
110 N. First Street  
Eufaula, OK 74432

Phone 918-689-2611  
Fax 918-689-3611  
assessor46tlw@yahoo.com

August 22, 2023

City of Eufaula  
Julie Musgraves

INVOICE

540 Selmon, City of Eufaula.....\$50.00

Respectfully,

Trina Williams  
McIntosh County Assessor



# McIntosh

## Parcel Map and Account Listing

Data provided by Trina Williams County Assessor

Date 08/22/2023  
Time 10:12:23

### Map Image



### Account List

Account	460025131	Current Owner	Legal Description
ParcelID	1330-00-010-001-0-000-00	JOSHUA 1, LLC	LOTS 1-4 BLK 10 SUNSET 181/545 391/696 445/627 446/237 1174/804 1178/240
Situs	00590 SELMON RD		
Sec/Twn/Rng		204 FIN & FEATHER	
Subdivision	SUNSET		
Block/Lot	0010 / 0001	MCALESTER OK 74501-	
Lot Size	4 Lots	Book/Page 1174-0804	
Account	460025130	Current Owner	Legal Description
ParcelID	1330-00-009-004-0-000-00	PENTECOSTAL CHURCH TRUSTEES	LOT 4 & 5 BLK 9 SUNSET ADDITION
Situs			
Sec/Twn/Rng			
Subdivision	SUNSET		
Block/Lot	0009 / 0004		00000-000C
Lot Size	2 Lots	Book/Page	
Account	460025128	Current Owner	Legal Description
ParcelID	1330-00-008-001-0-000-01	DEW, JILL 1/7 UND. INT.	LOT 1-5 BLK 8 SUNSET ADDITION 181/545 886/337
Situs			
Sec/Twn/Rng			
Subdivision	SUNSET	PO BOX 774	
Block/Lot	0008 / 0001	EUFAULA OK 74432-000C	
Lot Size	5 Lots	Book/Page	



# McIntosh

## Parcel Map and Account Listing

Data provided by Trina Williams County Assessor

Date 08/22/2023  
Time 10:12:24

### Account List

Account	460025135	Current Owner	Legal Description
ParcelID	1330-00-011-006-0-001-01	DEW, JILL 1/7 UND. INT.	W23' LOT 6, BLK 11 SUNSET ADDITION 181/545 886/337
Situs			
Sec/Twn/Rng			
Subdivision	SUNSET	PO BOX 774	
Block/Lot	0011 / 0006	EUFAULA	OK 74432-000C
Lot Size	1 Lots	Book/Page	
Account	460003953	Current Owner	Legal Description
ParcelID	0000-35-10N-16E-3-013-00	N.B. HOSPITALITY, LLC	BEG 675'W 217.5'N OF SE/C S2 NW SW W165.59' S217.50' E165.59' N217.50' POB SEC 35-10-16 370/81 438/82 604/474 612/507 806/591 806/592 963/239 1136/698 (EUFAULA INN MOTEL)
Situs	00200 BIRKES RD		
Sec/Twn/Rng	35-10N-16E	200 BIRKES RD	
Subdivision			
Block/Lot		EUFAULA	OK 74432-
Lot Size	0.8300 Acres	Book/Page 1136-0698	
Account	460025134	Current Owner	Legal Description
ParcelID	1330-00-011-004-0-002-00	POWELL, CHRISTOPHER J &	W78.34' LOT 4 ALL LOT 5, E65.50' LOT 6, ALL LOT 7 & W78.34' LOT 8 BLK 11 SUNSET ADDITION 412/09 656/156 977/168 SEASONAL SNACKS & J & J STATION
Situs			
Sec/Twn/Rng			
Subdivision	SUNSET	MELANIE	
Block/Lot	0011 / 0004	118284 S 4150 RD	
Lot Size	5 Lots	EUFAULA	OK 74432-000C
		Book/Page 0977-0168	
Account	460025132	Current Owner	Legal Description
ParcelID	1330-00-010-005-0-000-00	VARGAS, GABRIEL	LOT 5 BLK 10 SUNSET ADDITION 700/124
Situs	00100 BIRKES RD		
Sec/Twn/Rng			
Subdivision	SUNSET	1008 BERRYPATCH	
Block/Lot	0010 / 0005	MCALESTER	OK 74501-000C
Lot Size	1 Lots	Book/Page 0700-0124	
Account	460025133	Current Owner	Legal Description
ParcelID	1330-00-011-001-0-001-00	JOSHUA 1, LLC	ALL LOT 1, 2 & 3, E10.16' LOT 4, E10.16' LOT 8 & ALL OF LOTS 9-11,13-14 BLK 11 SUNSET 181/545 391/696 445/627 446/237 1174/804 1178/240
Situs	00590 SELMON RD		
Sec/Twn/Rng		204 FIN & FEATHER	
Subdivision	SUNSET		
Block/Lot	0011 / 0001	MCALESTER	OK 74501-
Lot Size	10 Lots	Book/Page 1174-0804	
Account	460025136	Current Owner	Legal Description
ParcelID	1330-00-011-012-0-000-00	SMITH, FLOYD INC.	LOT 12, BLK 11 HWY EASEMENT SUNSET ADDITION 399/179 949/755
Situs	00700 SELMON RD		
Sec/Twn/Rng		1800 HONEYSUCKLE RD	
Subdivision	SUNSET		
Block/Lot	0011 / 0012	EUFAULA	OK 74432-000C
Lot Size	1 Lots	Book/Page 0949-0755	
Account	460025139	Current Owner	Legal Description
ParcelID	1330-00-014-001-0-000-01	DEW, JILL 1/7 UND. INT.	LOT 1 & 2 BLK 14 ROAD EASEMENT SUNSET ADDITION 886/337
Situs			
Sec/Twn/Rng			
Subdivision	SUNSET	PO BOX 774	
Block/Lot	0014 / 0001	EUFAULA	OK 74432-000C
Lot Size	2 Lots	Book/Page	
Account	460025141	Current Owner	Legal Description
ParcelID	1330-00-016-001-0-000-01	DEW, JILL 1/7 UND. INT.	LOT 1, 2 & 3 BLK 16 SUNSET ADDITION 886/337
Situs			
Sec/Twn/Rng			
Subdivision	SUNSET	PO BOX 774	
Block/Lot	0016 / 0001	EUFAULA	OK 74432-000C
Lot Size	3 Lots	Book/Page	
Account	460025153	Current Owner	Legal Description
ParcelID	1330-00-021-001-0-000-01	DEW, JILL 1/7 UND. INT.	LOTS 1-4 BLK 21 SUNSET ADDITION 886/337
Situs			
Sec/Twn/Rng			
Subdivision	SUNSET	PO BOX 774	
Block/Lot	0021 / 0001	EUFAULA	OK 74432-000C
Lot Size	4 Lots	Book/Page	



# McIntosh

## Parcel Map and Account Listing

Data provided by Trina Williams County Assessor

Date 08/22/2023

Time 10:12:24

### Account List

Account	460025152	Current Owner	Legal Description
ParcelID	1330-00-020-012-0-002-01	DEW, JILL 1/7 UND. INT.	N35' LOT 12 & LOT 13-18 BLK 20 SUNSET ADDITION 886/337
Situs			
Sec/Twn/Rng			
Subdivision	SUNSET	PO BOX 774	
Block/Lot	0020 / 0012	EUFAULA	OK 74432-0000
Lot Size	7 Lots	Book/Page	
Account	460025144	Current Owner	Legal Description
ParcelID	1330-00-020-001-0-000-01	DEW, JILL 1/7 UND. INT.	LOTS 1-4 BLK 20 SUNSET ADDITION 886/337
Situs			
Sec/Twn/Rng			
Subdivision	SUNSET	PO BOX 774	
Block/Lot	0020 / 0001	EUFAULA	OK 74432-0000
Lot Size	4 Lots	Book/Page	
Account	460003954	Current Owner	Legal Description
ParcelID	0000-35-10N-16E-3-014-00	U.S.A. IN TRUST CREEK NATION	(APARTMENTS) SE/C NW SW N8958W 675.66' N009E 530' NW'LY 130.87' S8958E 688.49' S009W 200' N8958W 213' S009W 256' S8958E 213' S009W 204.87' POB SEC 35-10-16 161/318 799/61 861/2 1033/394
Situs			
Sec/Twn/Rng	35-10N-16E		
Subdivision		PO BOX 580	
Block/Lot		OKMULGEE	OK 74447-0000
Lot Size	9.0000 Acres	Book/Page	1033-0394

The remaining Sellers Family + Info are included in  
 The emailed Spreadsheet.  
 JW



August 22, 2023

McIntosh County Assessor's Office  
Attention: Trina Williams

Re: 300 Foot radius request 540 Selmon

Mrs. Williams,

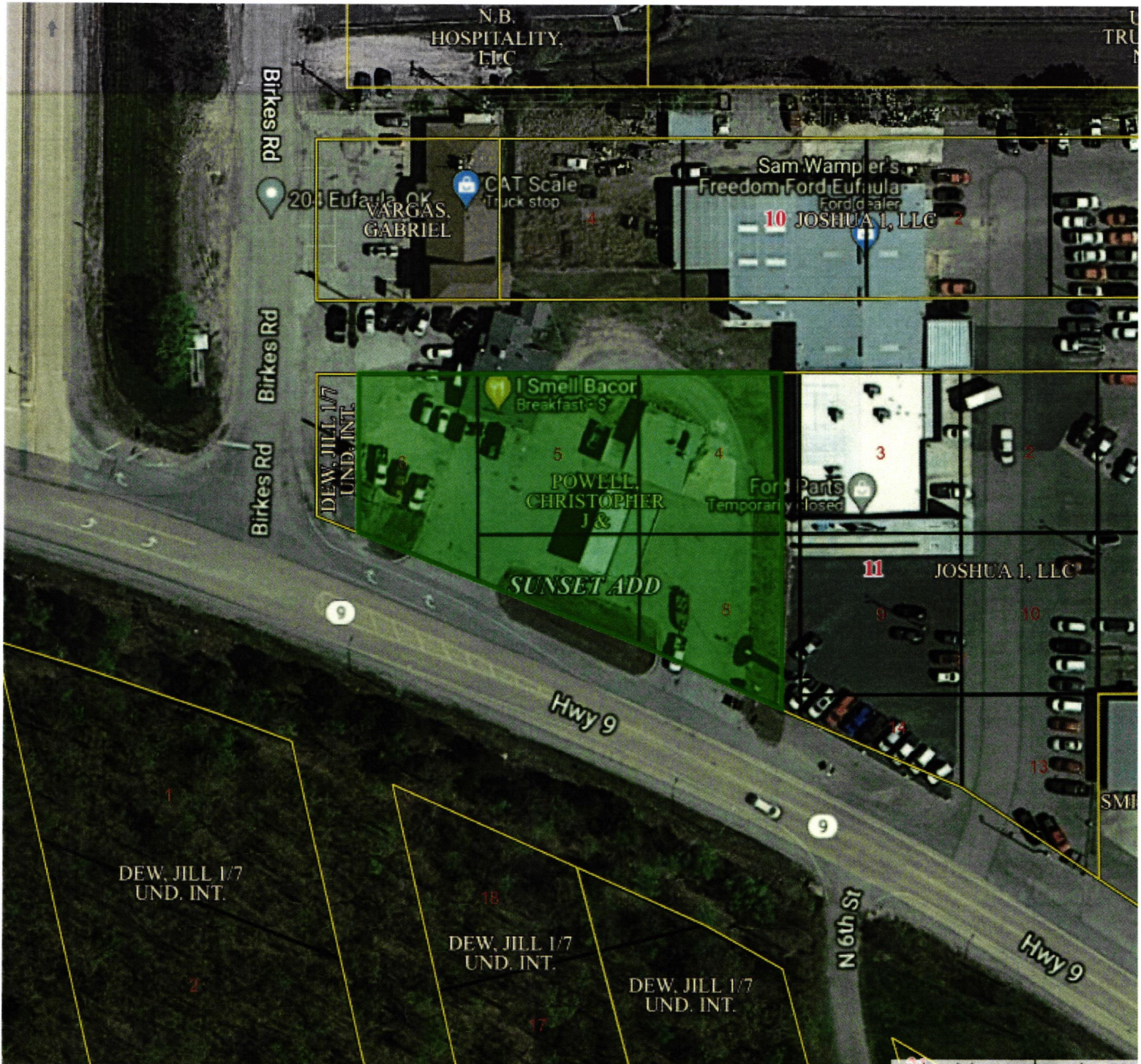
The City of Eufaula requests a 300' radius of the property located at: A tract of land known as the West 78.34 feet of Lots Four (4) and Eight (8), all of Lots Five (5) and Seven (7), and the East 65.50 feet of Lot Six (6), all in Block Eleven (11), Sunset Addition to the City of Eufaula, McIntosh County, Oklahoma, and part of Tully Ave in the City of Eufaula, now vacated, as shown by the recorded plat thereof more particularly described as follows: Beginning at a point on the South line of Tully Avenue 248.66 feet West of the Northeast corner of Block 11, Sunset Addition; thence West along said South line of Tully Avenue a distance of 34.09 feet; thence North and parallel to the center line of Sixth Street a distance of 40 feet; thence West along the North line of Tully Avenue a distance of 120.45 feet; thence South and parallel to the center line of Sixth Street a distance of 20 feet; thence West and parallel to the North line a Tully Avenue a distance of 77.81 feet; thence South and parallel to the center line of Sixth Street a distance of 106.20 feet to a point on the Northerly Right-of-Way line of Oklahoma State Highway No.9; thence in a Southeasterly directing along said Right-of-Way line a distance of 250.00 feet; thence North and parallel to the center line of Sixth Street a distance of 176.49 feet to the Point of Beginning.

Commonly Known as: 540 Selmon

Additionally, if we could please receive an Excel version copy by email to [AA@CityofEufaulaOK.com](mailto:AA@CityofEufaulaOK.com).

Julie Musgraves

Administrative Assistant  
City of Eufaula  
[aa@CityofEufaulaOK.com](mailto:aa@CityofEufaulaOK.com)





August 23, 2023

MCKINDLES LIVING TRUST  
5447 E GROVE AVE  
MESA, AZ 85206

Dear Property Owner:

The Board of Adjustments is considering a Zoning Variance / Special Exception application for the following property:

**Commonly Known as:** 540 Selmon

**Legal Description:** A tract of land known as the West 78.34 feet of Lots Four (4) and Eight (8), all of Lots Five (5) and Seven (7), and the East 65.50 feet of Lot Six (6), all in Block Eleven (11), Sunset Addition to the City of Eufaula, McIntosh County, Oklahoma, and part of Tully Ave in the City of Eufaula, now vacated, as shown by the recorded plat thereof more particularly described as follows: Beginning at a point on the South line of Tully Avenue 248.66 feet West of the Northeast corner of Block 11, Sunset Addition; thence West along said South line of Tully Avenue a distance of 34.09 feet; thence North and parallel to the center line of Sixth Street a distance of 40 feet; thence West along the North line of Tully Avenue a distance of 120.45 feet; thence South and parallel to the center line of Sixth Street a distance of 20 feet; thence West and parallel to the North line a Tully Avenue a distance of 77.81 feet; thence South and parallel to the center line of Sixth Street a distance of 106.20 feet to a point on the Northerly Right-of-Way line of Oklahoma State Highway No.9; thence in a Southeasterly direction along said Right-of-Way line a distance of 250.00 feet; thence North and parallel to the center line of Sixth Street a distance of 176.49 feet to the Point of Beginning.

**Proposed Use:** Applicant/s is requesting a Zoning Variance/Special Exception to place an off-site sign advertising their business Bee Well Family Health Care on an existing sign pole at the corner of Selmon and Birkes Road that is owned by Chris and Melanie Powell.

**Applicant/s:** Patricia Smith – Bee Well Family Health.

Enclosed is a map showing the section and proposed location being considered for the zoning variance/special exception.

You are being notified because you are listed as a property owner within a 300-foot radius of the property. If you have questions or would like to submit a comment for the record, please contact us through one of the following options:

Phone: 918-689-2534

Mail: P.O. Box 684, Eufaula, OK 74432

Email: AA@CityofEufaulaOK.com

This item will be considered by the Board of Adjustments at the meeting on September 18, 2023, at 5:30pm at the Community Center, 121 High Street, Eufaula, OK. You are welcome to attend the public meeting and provide comments at the designated time.

Respectfully,  
Julie Musgraves  
Administrative Assistant  
City of Eufaula





N.B. HOSPITALITY, LLC

U.S.A. IN TRUST CREEK NATION

Mills Rd

Birkes Rd

Birkes Rd

Birkes Rd

McIntosh Dr

McIntosh Dr

McIntosh Dr

McIntosh Dr

McIntosh Dr

PENTECOST CHURCH TRUSTEE

201 Eufaula

VARGAS, GABRIEL

CAT Scale Truck stop

Sam Wampler's Freedom Ford Eufaula Ford dealer  
JOSHUA 1, LLC

DEW, JILL 1/7 UND. INT.

I Smell Bacon Breakfast-S

POWELL, CHRISTOPHER J &

SUNSET ADD

Ford Parts Temporarily closed

JOSHUA 1, LLC

Take One Video

SMITH, FLOYD INC.

Hwy 9

N 6th St

Hwy 9

DEW, JILL 1/7 UND. INT.

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DEW, JILL 1/7 UND. INT.

COUNTY OF MCINTOSH )  
STATE OF OKLAHOMA )

IN THE DISTRICT COURT

NO. Public Hrg Notice w/ Map

**AFFIDAVIT OF PUBLICATION**  
**COOKSON HILLS PUBLISHERS, INC.**  
dba The Indian Journal, McIntosh County Democrat  
109 S. Main, Eufaula, OK 74432  
(918) 689-2191

I, Daphanie Hutton, of lawful age, being duly sworn upon oath, deposes and says that I am the authorized representative of Cookson Hills Publishers, Inc., Publisher of the Indian Journal newspaper, a weekly publication that is a "legal newspaper" as that phrase is defined in 25 O.S. § 106, as amended to date, for the City of Eufaula, for the County of McIntosh, in the State of Oklahoma. The attachment hereto contains a true and correct copy of what was published in the regular edition of said newspaper, and not in a supplement, in consecutive issues on the following dates:

**PUBLICATION DATES:**

August 31, 2023

*[Handwritten Signature]*

Signed and sworn to before me on this 31<sup>st</sup> day of August, 2023.

*[Handwritten Signature]*  
Notary Public

My Commission expires: April 3, 2026  
Commission #06003427

**PUBLICATION FEE: \$** 88.03

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     insertions

**Shown exactly as published in**

**Legal Notice**

Published in the Indian Journal,  
Thursday, August 31, 2023.

**City of Eufaula Public Hearing Notice**

Notice is hereby given that the City of Eufaula, Oklahoma, will conduct a public hearing on a Zoning Variance/Special Exception Application for property located within the City of Eufaula.

The property requesting the Zoning Variance/Special Exception is described as follows:

A tract of land known as the West 78.34 feet of Lots Four (4) and Eight (8), all of Lots Five (5) and Seven (7), and the East 65.50 feet of Lot Six (6), all in Block Eleven (11), Sunset Addition to the City of Eufaula, McIntosh County, Oklahoma, and part of Tully Ave in the City of Eufaula, now vacated, as shown by the recorded plat thereof more particularly described as follows: Beginning at a point on the South line of Tully Avenue 248.66 feet West of the Northeast corner of Block 11, Sunset Addition; thence West along said South line of Tully Avenue a distance of 34.09 feet; thence North and parallel to the center line of Sixth Street a distance of 40 feet; thence West along the North line of Tully Avenue a distance of 120.45 feet; thence South and parallel to the center line of Sixth Street a distance of 20 feet; thence West and parallel to the North line a Tully Avenue a distance of 77.81 feet; thence South and parallel to the center line of Sixth Street a distance of 106.20 feet to a point on the Northerly Right-of-Way line of Oklahoma State Highway No.9;

thence in a Southeasterly directing along said Right-of-Way line a distance of 250.00 feet; thence North and parallel to the center line of Sixth Street a distance of 176.49 feet to the Point of Beginning.

Commonly Known as: 540 Selmon

Proposed Use: Applicant is requesting a Zoning Variance/Special Exception to place an off-site sign advertising their business Bee Well Family Health Care on an existing sign pole at the corner of Selmon and Birkes Road that is owned by Chris and Melanie Powell.

Applicant/s: Patrica Smith - Bee Well Family Healthcare

The public hearing will be held as follows:

September 18, 2023, at 5:30 P.M Board of Adjustments, Eufaula Community Center, 121 High Street.

At this time any interested citizen of Eufaula, Oklahoma will have the opportunity to be heard regarding the Zoning Variance/Special Exception request. If there are any questions about the proposal, or you need additional information prior to the public hearing, please contact the Eufaula City Hall at 918-689-2534. A copy of the application is available for public inspection during normal working hours and can be accessed from the Eufaula City Hall at 918-689-2534 or by emailing aa@cityofeufaulaok.com.

