

Protest Map

40.4% Protest Within Notification Area



Map Produced by the City of Norman Geographic Information System. The City of Norman assumes no responsibility for errors or omissions in the information presented.



0 400 800 Feet

May 12, 2021

-  Subject Tract
-  Notification Area
-  Protest

**Letter of Protest of Re-zoning
Eagle Cliff Addition Area
Norman, OK
For Shaz Investments, LLC**

TO: City of Norman – Planning Commission

FROM: Douglas E. and Linda M. McClure, residents on 500 Night Hawk Dr., Eagle Cliff Addition, Cleveland County, Norman OK 73072

SUBJECT: PROTEST - Notice of request for Norman 2025 Land Use and Transportation Plan Amendment and Rezoning – meeting Thursday, May 13, 2021, notice sent April 21, 2021

DATE: April 22, 2021

The Eagle Cliff addition has had enough construction in this area.

* The consequences of this construction area has resulted in hundreds of large trees plowed over, which has created a huge displacement of multiple species of wildlife. And they haven't replaced near enough trees to cover the trees that were plowed down.

* Over the last 6 years we have lost the woods/forest area behind our house specifically, and losing sight of bats, owls, turkeys, deer, raccoon, opossum, and coyotes, etc., we had sight of these animals almost every day. This is completely unacceptable and just downright wrong.

* We've also had an increase in flat tires, due to loose nails being strewn on the roads. That's an extra expense to the homeowners, that's completely avoidable, and it's because they don't keep their worksites clean enough or it's just negligence.

* When they start construction sites, they do not keep the area watered, so the dust and dirt accumulation is intense in our yards and homes. It was extremely hard to go on a walk in our neighborhoods during this time, because of limited sight due to the dust in the air, as well as the breathable air quality. It also becomes an extra expense and maintenance for the homeowners that have pools.

* Last protest item is the construction debris and trash that lands in our yards and pools, and has accumulated in the drainage ditches and the creek line and they don't get it cleaned up. This is unacceptable.

Please consider keeping the Ag Zone zoned as is and do not rezone A-2 1339 Subject Tract and A-1 8586-55 Subject Lot to a residential zone, our environment and neighborhood depends on it.

Thank you for your consideration,



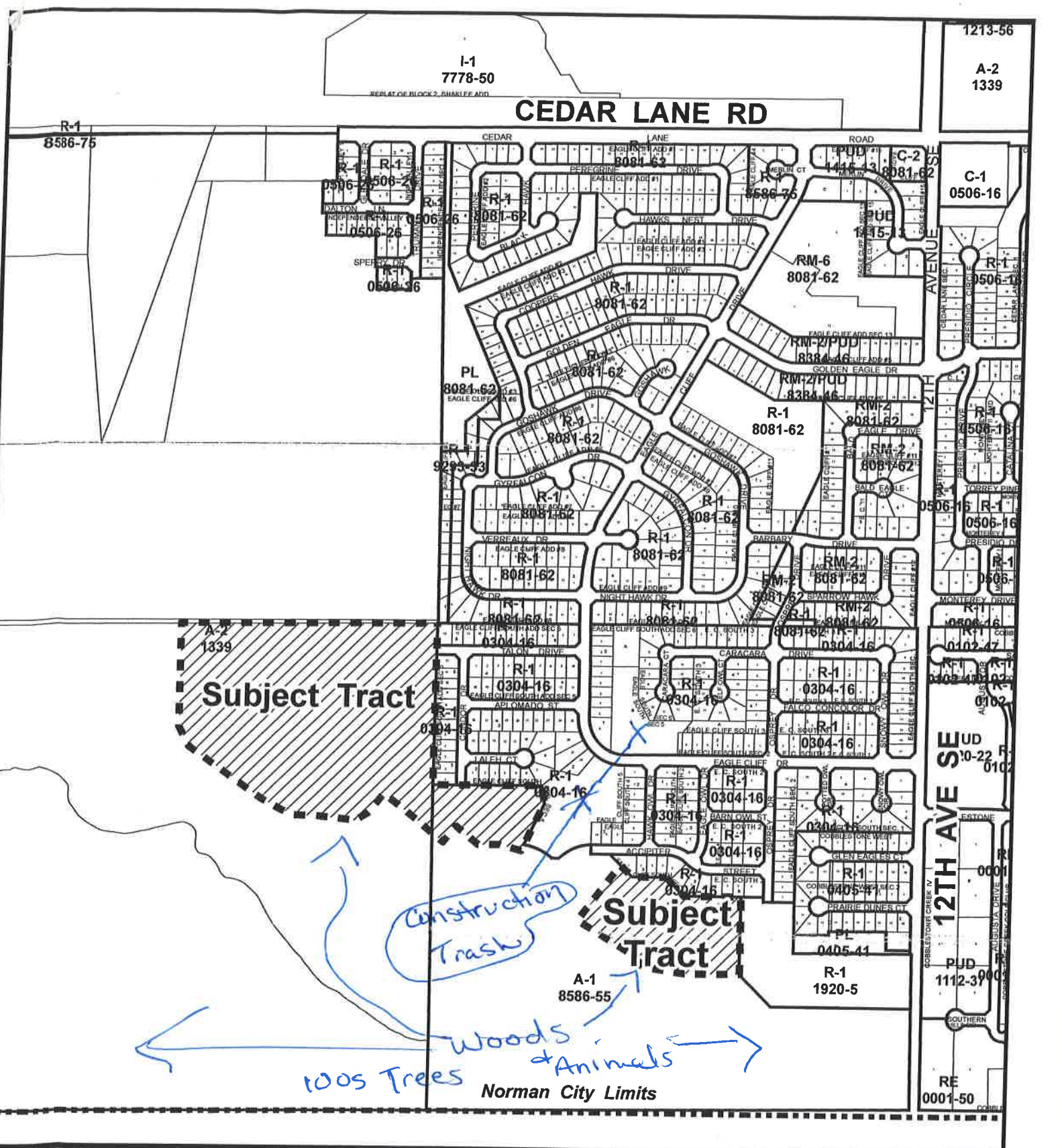
Douglas E. McClure



Linda M. McClure

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OF THE CITY CLERK
ON 4/23/21 - LW

Enclosed Attachment



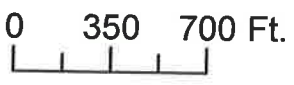
Location Map



Map Produced by the City of Norman Geographic Information System. The City of Norman assumes no responsibility for errors or omissions in the information presented.



April 19, 2021



Subject Tract

**OBJECTION AND PROTEST
TO THE
REQUEST FOR AMENDMENT AND REZONING**

We object and protest to the Request for Norman 2025 Land Use and Transportation Plan Amendment and Rezoning. The act would (1) violate the City of Norman Zoning Ordinance, (2) break a promise by the City that home buyers foreseeably and reasonably relied upon, imposing a detriment upon them, and (3) put the subject property to an improper use for its character.

(1)

The purpose of zoning classifications under the law is both to regulate the purposeful usage of land and to give citizens of the jurisdiction notice of those proper purposes. The description of the majority of the subject land here in question is contained in Chapter 22 Section 420.2 of the Code of the City of Norman, and it has been on the books since at least 1971. It begins in part:

SEC. 420.2 - A-2, RURAL AGRICULTURAL DISTRICT

1. General description. This district is intended to provide a zoning classification for land situated relatively remote from the urban area which is used for agricultural and related purposes and *will not* be undergoing urbanization in the *immediate future*.

(emphasis added)

The proposed change in zoning from A-2, Rural Agricultural District to R-1, Single Family Dwelling District would permit the immediate urbanization of the subject property. That is exactly what the language of the code says will not happen. The concurrent proposal for development of Eagle Cliff West removes any doubt of the immediacy of the proposed urbanization.

Section 420.2 goes on to state:

The types of uses, the area and the intensity of use of land which is authorized in this district is designed to encourage and protect all agricultural uses until urbanization is warranted and the *appropriate* change in district classification is made.

(emphasis added)

The logical inference of this language is that after A-2 classification, but before R-1 classification, there will be some intermediate classification giving notice to citizens

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ON 5/10/21

that urbanization draws closer. An appropriate change would be to move from A-2 to A-1, General Agricultural District, as defined in Section 420.1:

SEC. 420.1 - A-1, GENERAL AGRICULTURAL DISTRICT

1. General description. This district is intended to provide a zoning classification for the land situated on the fringe of the urban area that is used for agricultural purposes, but *will* be undergoing urbanization *in the future*. (emphasis added)

The description of A-1 classification lands indicates to citizens that change is on the horizon; it puts them on notice to take any action they deem necessary in preparation. For example, current residents who do not want to live in the middle of an urban sprawl would have sufficient time to recover their investment costs and down payment, sell their property, and remove themselves from the area. Conventional wisdom is that such a time period is at least five years.

The proposed change in classification of the subject lands from A-2 to R-1 is specifically precluded by the plain language of the City of Norman Zoning Code and should be rejected.

(2)

We relied on the classification of the subject lands in making our decision to purchase adjacent / nearby property. Zoning classifications are made public specifically for this purpose. It was foreseeable that we would use the language of the zoning description as a determinative factor in our decision to invest, and reasonable for us to do so. That promise of the Zoning Code, on which we relied as purchasers, was interchangeable with an offer in the sense of commitment and required no return consideration to become binding upon the City of Norman.

The proposed development presents a number of detriments to us and our neighborhood. First, the nearby Section 5 of Eagle Cliff South consists of only 78 homes; the proposed development would increase that number by at least 106 homes. All of the residents would have only two narrow streets to gain access to their property: Talon Drive and Aplamodo Drive. That would nearly triple the traffic—from 39 homes using each street to 92 homes using each street. Assuming two cars per home, the increase is more palpable—an increased traffic load of 212 cars. Such an increase in traffic carries with it an unacceptable increase in risk to residents and the children who play in this neighborhood.

Moreover, the proposed development is in a floodplain. Many of the proposed homes would actually be inside the Special Flood Hazard Area (SFHA). When the reasonably foreseeable flooding inevitably occurs, emergency and rescue vehicles

will have difficulty reaching victims. Such difficulty may well cause unnecessary loss of life. Should a grass fire or other disaster necessitate evacuation, there are very limited avenues of escape and the huge increase in residential population will unreasonably exacerbate that problem.

Further, the proposed development will destroy the ancient forest presently occupying the subject lands. The destruction will spoil and diminish the unique and distinctive nature of our neighborhood which contributes to the overall character and identity of the City of Norman. It will increase rainwater runoff and flooding, kill thousands of animals, contribute to global warming, and may impact endangered or threatened species that inhabit the area.

The stated detriments are not an exhaustive list. There are other facts and circumstances of the proposed amendments and rezoning that detrimentally impact current residents.

The proposed amendment and rezoning request would break a promise made by the City of Norman to the current residents, upon which they reasonably and foreseeably relied, and it would cause them to suffer significant detriments. For this reason, the request should be denied.

(3)

The proposed amendment and zoning change would put the subject property to an improper use for its character. The land in question is presently zoned as an A-2 Rural Agricultural District for good reason. It is unsuited to residential development or urbanization. Much of the land lies within the FEMA floodplain and it has exceptional natural features worthy of protection in a manner similar to the Ten Mile Flat Conservation Area.

The Preliminary Plat of Eagle Cliff West, prepared by Crafton Tull, is misleading in that it only shows the Without Base Flood Elevation floodplain. This line is labeled on the drawing as "FEMA floodplain." However, many of the homes would be well within the 0.2% Annual Chance Flood Hazard area. Both floodplains are categorized by FEMA as Special Flood Hazard Areas (SFHAs). Just because one area might be more dangerous than the other, does not negate the danger present in both. It strikes us as disingenuous that the plat does not include both floodplains.

The Ten Mile Flat Conservation Area was established to protect the exceptional and irreplaceable natural resources located there and to protect against flood damage in the 100-year floodplain and other flood prone areas within that space. As with Ten Mile Flats, the subject property in this application is flood prone and contains vast natural resources in the form of animal habitat and a stream that drains into Bishop Creek, which drains into the Canadian River. The area is

populated by deer, coyote, raccoon, skunk, possum, squirrel, woodpecker, snake, turtle, fish, frog, and many other species of fauna. Based on information and belief, the area is also home to the American Burying Beetle—a Federally Endangered Species. There may be other rare, threatened, or endangered species present, such as the Federally Threatened Arkansas River shiner. The fish is known in the Norman area and there is a broad designated critical habitat surrounding the South Canadian River. Proposed action within the Canadian River watershed should be examined and assessed for potential impact. Again, on our information and belief, this assessment has not been completed.

According to the US Fish and Wildlife Service:

Since the landing of the Pilgrims in 1620, more than 500 species, subspecies and varieties of our nation's plants and animals are known to have become extinct. This recent, catastrophic loss of biological diversity is continuing at an unprecedented rate. Each and every species has a valuable ecological role in the balance of nature, and each loss destabilizes that fragile balance. Once a species is extinct, it is gone forever. Experience has proven that many plants and animals have properties which will prove beneficial to humans as sources of food and medicine. With the loss of each species, we lose a potential resource for improving the quality of life for all humanity.

The proposed development of Eagle Cliff West would contribute to the catastrophic loss of wildlife and natural habitat in Oklahoma. A more appropriate use of the land is as a protected conservation area. In alternative to rezoning this land as R1, we suggest the City Council move to protect the land by means similar to that applied to Little River and Its Mapped Tributaries in (O-0809-3), which states:

(7) Floodplain Land Conservation -- Any portion of a parcel or lot located in a floodplain and not part of an approved building envelope shall be permanently protected from development as private or public open space through a mechanism acceptable to and approved by the City of Norman. Such mechanism may include, but is not limited to a conservation easement, permanent deed restriction, or transfer to a non-profit conservation organization or government entity.

The subject property under consideration is simply not fit for urbanization development. The land is better suited to conservation easement, based on its physical character and the surrounding needs of the community. The request should be denied.

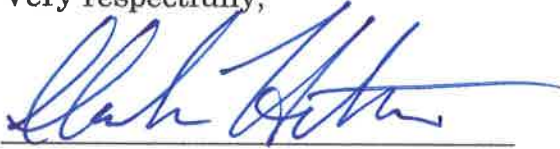
CONCLUSION

Although growth and progress are necessary to our society, not every space is suited to urbanization. The proposed amendment and rezoning and the accompanying development proposal do not benefit anyone in the community except the developer and their profits. On the contrary, it would serve to diminish the beauty and diversity of Oklahoma's natural resources, create an unreasonable zone of danger in and around our neighborhood, break the City's promise to its citizens, serve detriments to those citizens, and violate the Zoning Code of the City of Norman.

For the foregoing stated reasons, we object and protest to the Request for Norman 2025 Land Use and Transportation Plan Amendment and Rezoning. We pray the Planning Commission recommend rejection of the request.

This objection and protest should not be taken as a complete list of complaints, causes of action, or damages suffered by the undersigned and in no way limits the undersigned in making any claims against any party involved in any jurisdiction for any cause of action or for any remedy sought.

Very respectfully,



Signature of Owner

Signature of Owner

Alexander Hatton

Printed Name

Printed Name

505 Talon Dr. Norman OK 73072

Property Address

May 6, 2021

Alexander Hatton
505 Talon Drive
Norman, OK 73072

City of Norman
City Clerk
P.O. Box 370
Norman, OK 73070

RE: Shaz Investments, L.L.C.
Request for Amendment and Rezoning

To the City Clerk:

Please find enclosed my objection and protest to the Request for Norman 2025 Land Use and Transportation Plan Amendment and Rezoning requested by Shaz Investments, L.L.C.

Best regards,



Alexander Hatton

City of Norman
Planning Commission
201 West Gray Street
Norman, OK. 73069

May 10, 2021

Re: Protest of Shaz Investments, LLC Request for Norman 2025 Land Use and Transportation Plan Amendment and Rezoning

Dear Planning Commission,

We are writing this letter to raise concerns about the recent proposed extension to the Eagle Cliff West Addition. We have lived at 1200 Southern Hills Circle since 2003, which is on the far SW corner of the Cobblestone Creek neighborhood and abuts to some of the land that is being proposed to be developed.

But we are not writing specifically regarding how this growth affects our property per se, instead, we are focused on concerns for the land owned by Kevin and Sonia Potts to the south of the proposed development. We have two daughters and since they were young, we have taken hikes on the Potts' land and we often bring our cameras, because it is a beautiful piece of property with significant amount of wildlife, including deer, turkeys, and egrets. In fact, we call it the "Norman Serengeti."

The property used to be fairly dry and seemed to be a good piece of land to grow hay, which is what the land had been used for since we have been at our home. But in the past 5 years or so, the land has turned into almost a swamp. We no longer can hike very often along the route we have taken for 20 years, because water now sits on much of the land. In fact, ducks and geese now swim in some of the deeper areas of the water that now resides where they used to farm.

We don't believe this is caused by climate change, but instead appears to have been caused by enhanced water flow from the developments to the North of their land due to the change in how the land is used and the amount of runoff that now flows from the Eagle Cliff additions. We have numerous pictures of the water that sits on the land now, if that is of help.

Our concern is thus not only for protecting the land owned by the Potts' to retain its natural beauty and ecosystem, but also to protect the livelihood of the Potts' and their ability to farm the land. Any further development to the North of that land needs to be able to manage the runoff so that it does not further impact that land.

We are happy to provide further information regarding our concerns.

Sincerely,



Michael and Tamara Eilts
1200 Southern Hills Circle
Norman, OK 73072
mike@weatherandnature.com
(405) 413-7935

FILED IN THE OFFICE
OF THE CITY CLERK
ON 5/10/21-LW

#130



FILED IN THE OFFICE
OF THE CITY CLERK
ON 5/10/21-LW

DAVID E. BURGET

WRITER'S DIRECT: 405-996-3315
DBURGET@HARTZOGLAW.COM

May 10, 2021

Norman Planning Commission
201 West Gray Street
Norman, OK 73069

Re: Protest of Shaz Investments, L.L.C. Request for Norman 2025 Land Use and Transportation Plan Amendment and Rezoning (the "Shaz Request") ; Our file no. 11996.1501

Ladies and Gentlemen:

We represent Kevin John Potts in his capacity as trustee of The Kevin John Potts Trust, Kevin John Potts in his capacity as trustee of the John D. Potts Trust, Allyson L. Wilson in her capacity as trustee of the Sandra W. Potts Trust, and Andrew John Potts, Jr. Our clients own the land that is generally located West and South of the land that is the subject of the Shaz Request. Our clients and their ancestors have owned their land for generations. Our clients are familiar with the increase in storm water drainage and flooding that has occurred through the years as a result of upstream development and the negative impact on our clients' land and their haying operations. A representative of our clients will be present at the meeting to provide that historical perspective.

It is our belief that the upstream development has been allowed to occur in some instances without detention (i.e. with payment of a fee in lieu) where the criteria for a fee in lieu have not been met. We believe an instance of that is Eagle Cliff South Addition. We believe in other instances, the detention has been inadequate or not properly maintained after responsibility has been turned over to the homeowners association. Regardless, the rate of surface water flow and quantity of flow have been altered by the Eagle Cliff and Cobblestone developments in violation of Norman's Storm Water Master Plan and our clients' common law rights as downstream owners.

Shaz Investments cannot legally prevent injury to its land and maximize its developable land by transferring the surface water drainage problem to our clients. Our clients have sustained damages by reason of Shaz Investments' wrongful activities to which Norman has turned a blind eye or has been complicit perhaps to reap the economic benefit of the development and building permit fees to be obtained and increased ad valorem tax base.

We request that the Shaz Request be denied or at least continued to allow our clients and Shaz to explore possible amicable resolution of the problem to avoid possible litigation that would surely

Norman Planning Commission
May 10, 2021
Page 2

also involve the City of Norman. It seems Shaz and the City of Norman have decided that our clients' property is a convenient sewer into which they can discharge their problems. Unfortunately for them, the law does not permit that, regardless of any permits or waivers that may have been or may be granted.

We will be in attendance at the meeting on May 13 to address any questions concerning this protest, provide specifics, and show pictures of the types of damage caused by Shaz's wrongful activities, some of which are being submitted with this protest.

Sincerely,

HARTZOG CONGER CASON

A handwritten signature in blue ink, appearing to read 'D. Burget', is written over the typed name. The signature is stylized and somewhat illegible.

David E. Burget

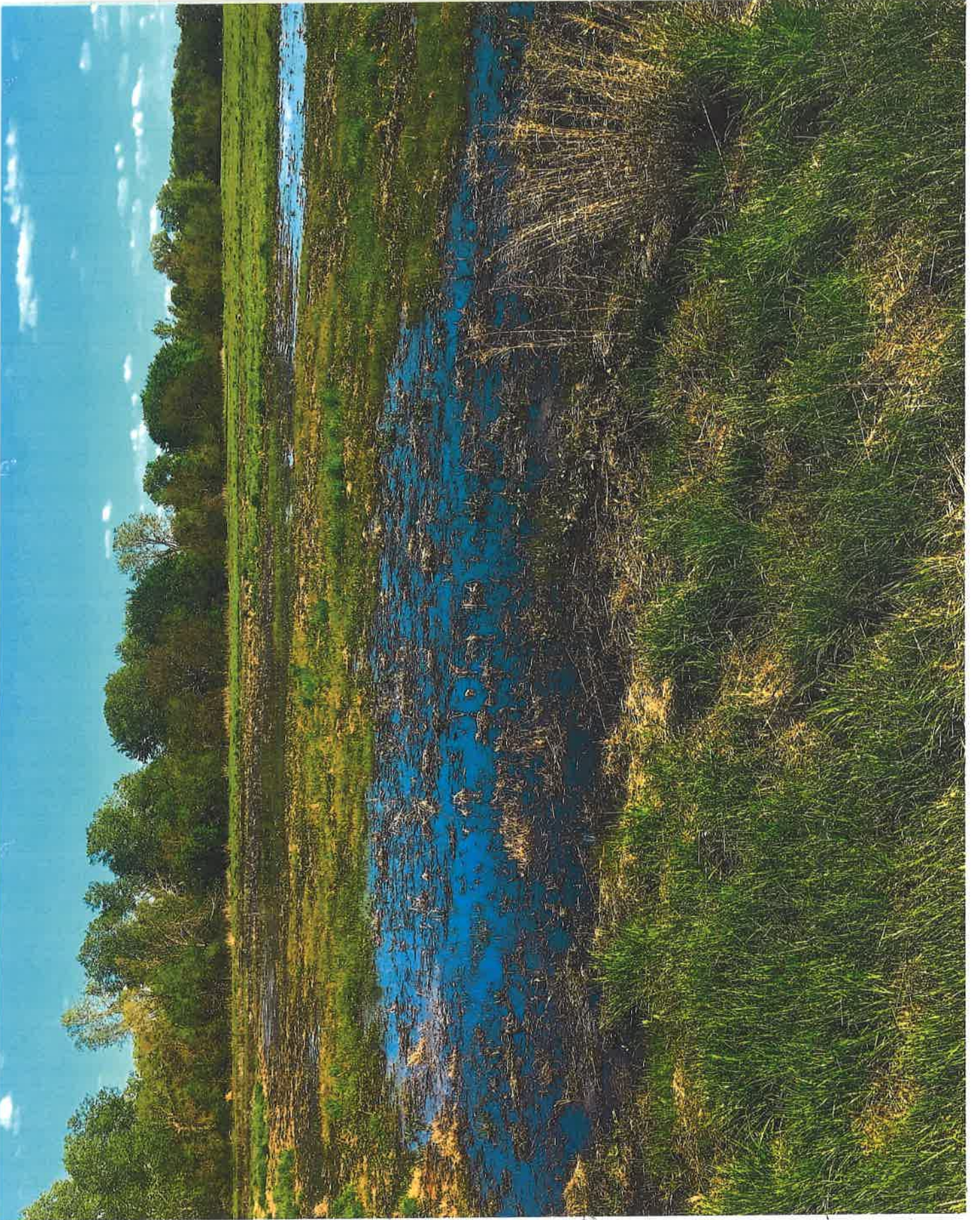
DEB:

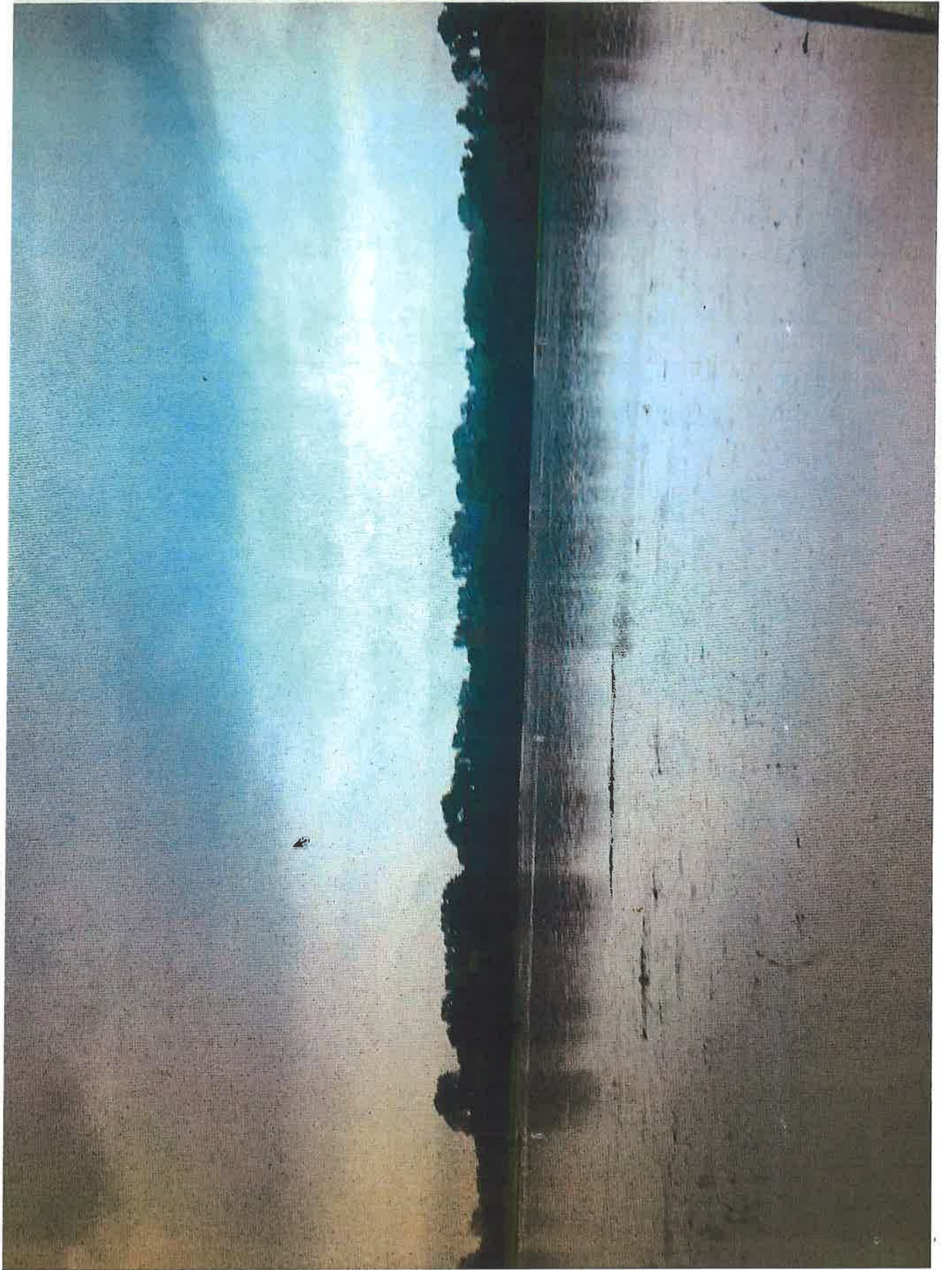
Enclosures

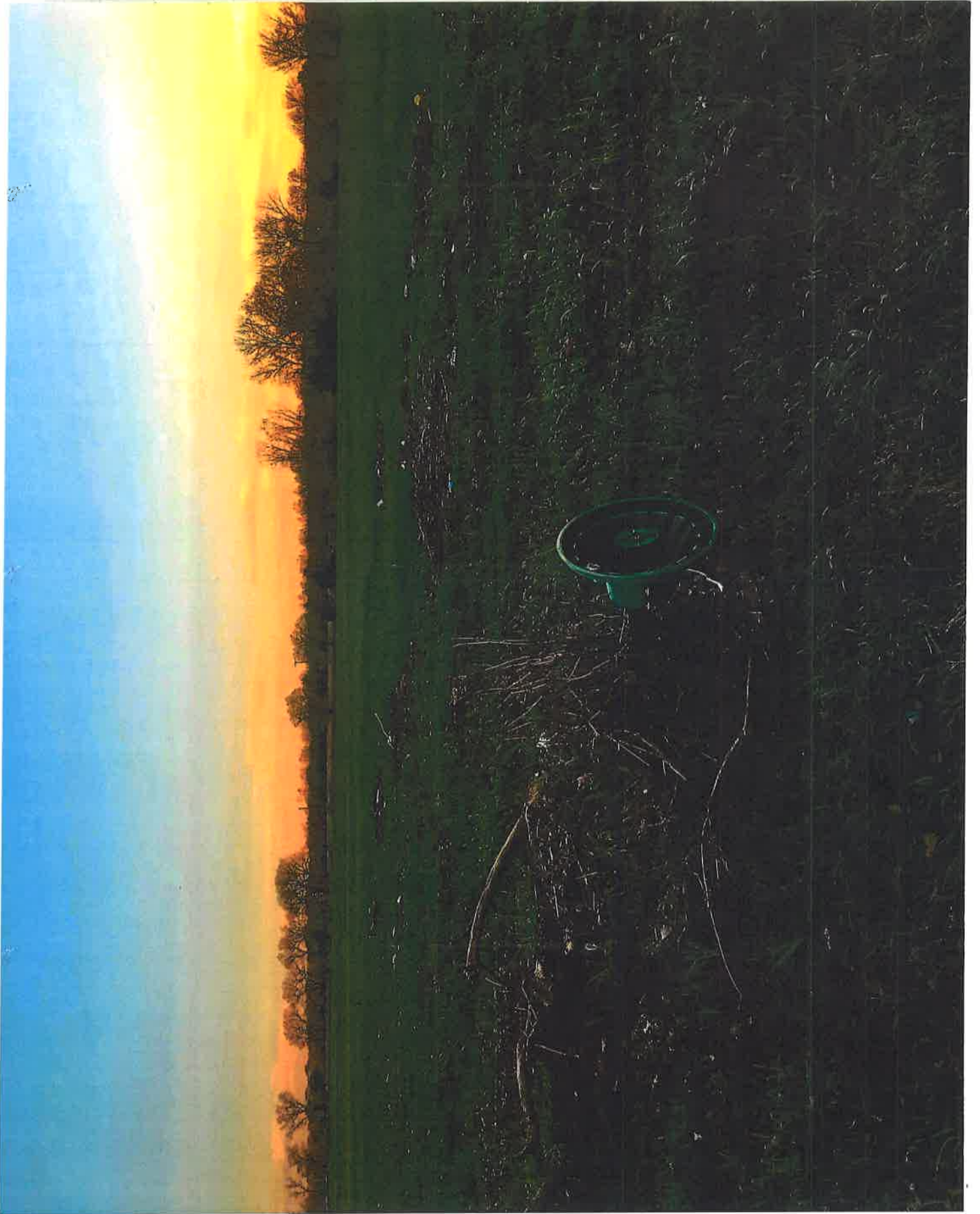
cc: Kevin and Sonja Potts
T. Scott Spradling, Esq.
Rick L. Warren







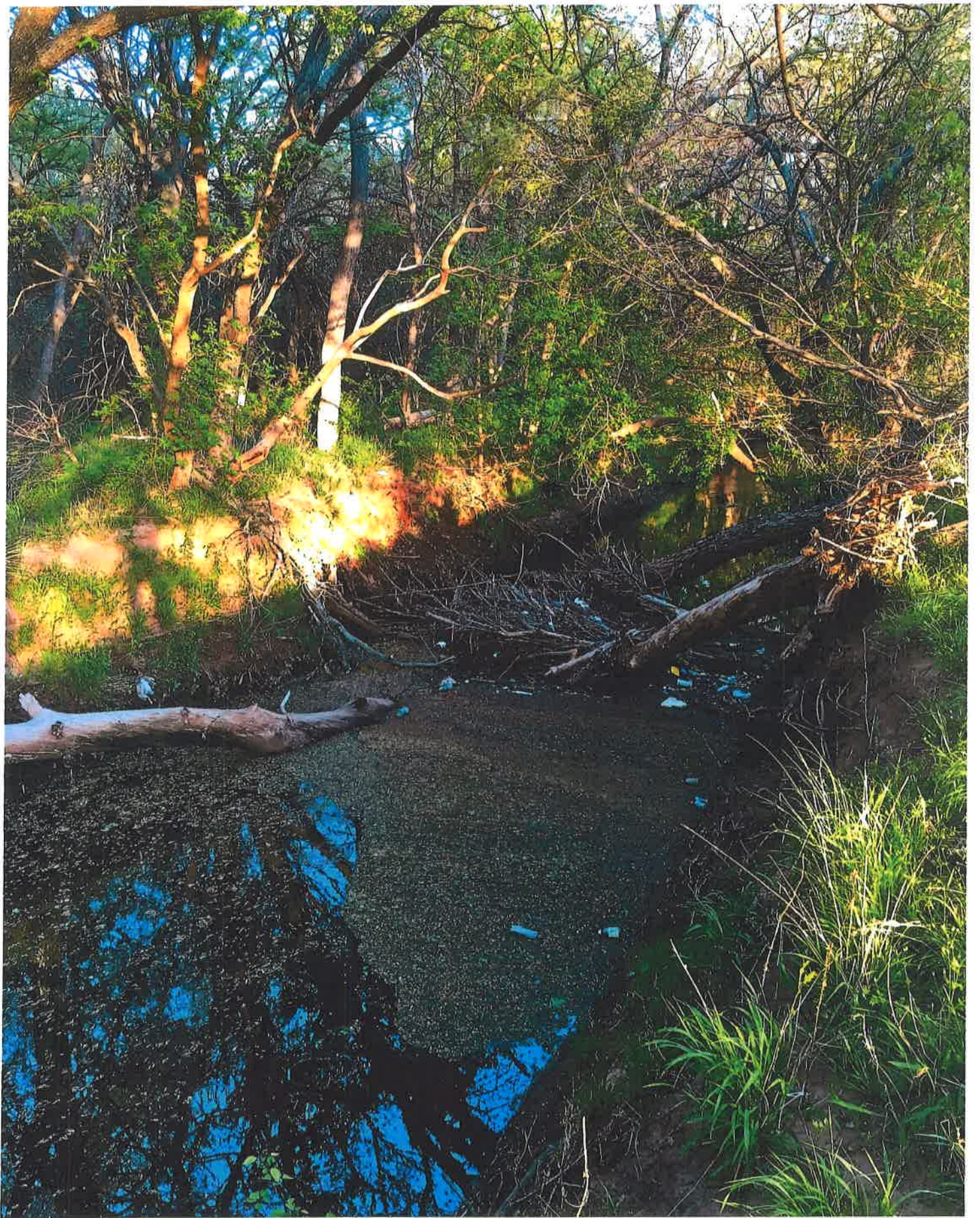














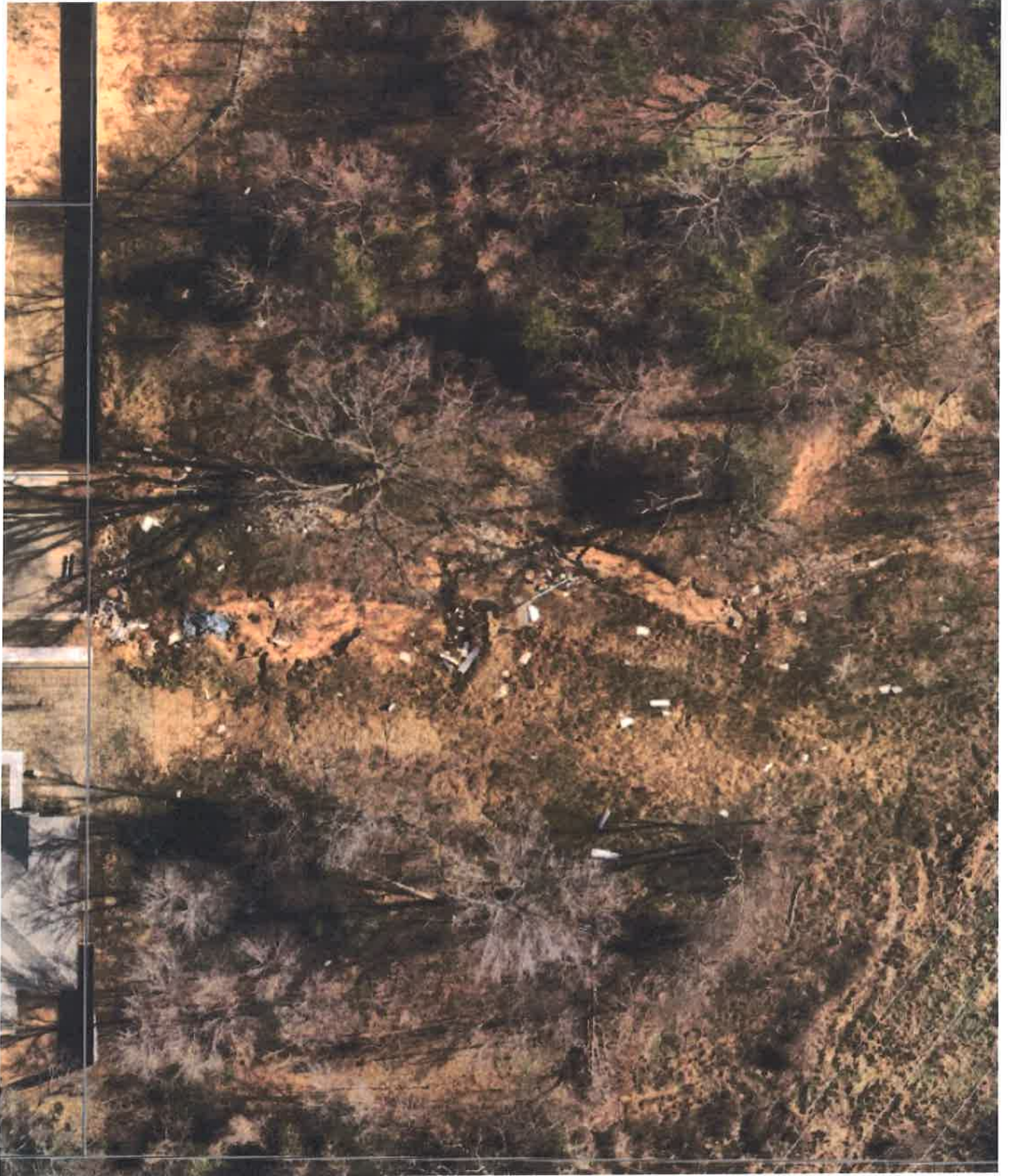












May 9, 2021

Norman Planning Commission
201 West Gray Street
Norman, OK 73069

RE: Protest of Shaz Investments, L.L.C. Request for Norman 2025 Land
Use and Transportation Plan Amendment and Rezoning ("the Shaz Request"); Our File no
1996.1501

Ladies and Gentlemen:

This letter is to state protest rezone for the purposed development by Shaz Investments that will directly impact undivided interest with my family and myself West and South of the purposed development.

Currently this area of the Ranch has had issues with standing water, trash, debris, and other items that flow out of Bishop Creek. This problem has significantly worsened over the last few years causing persistent damage to our land. This damage is progressively worsening. This issue also impedes our hay crops. There is already significant damage to the land due to inappropriate water drainage with failed retention ponds and poor planning for water mitigation by the City of Norman and Shaz Development from the Eagle Cliff Development. Adding additional homes without pre-assessment of water flow impact that will occur by the addition of 150 homes purposed by Shaz Investments should not occur. To do, as purposed by Shaz Development, a water flow and drainage study after approval of this rezoning and development is poor planning and will cause further damage to our family's property.

I asked that you oppose the request by Shaz Developments request for rezoning.

Sincerely,


Allyson Wilson

FILED IN THE OFFICE
OF THE CITY CLERK
ON 5/10/21-JW

May 9, 2021

Norman Planning Commission
201 West Gray Street
Norman, OK 73069

RE: Protest of Shaz Investments, L.L.C. Request for Norman 2025 Land
Use and Transportation Plan Amendment and Rezoning ("the Shaz Request"); Our File no
1996.1501

Ladies and Gentlemen:

This letter is to state protest of the purposed development by Shaz Investments that will directly impact sixty acres that Sandra Potts holds an undivided interest with my family West and South of the purposed development. I represent Sandra Potts as her acting POA.

Currently this area of the Ranch has had issues with standing water, trash, debris, and other items that flow out of Bishop Creek. This problem has significantly worsened over the last few years causing persistent damage to our land. This damage is progressively worsening. This issue also impedes our hay crops. There is already significant damage to the land due to inappropriate water drainage with failed retention ponds and poor planning for water mitigation by the City of Norman and Shaz Development from the Eagle Cliff Development. Adding additional homes without pre-assessment of water flow impact that will occur by the addition of 150 homes purposed by Shaz Investments should not occur. To do, as purposed by Shaz Development, a water flow and drainage study after approval of this development is poor planning and will cause further damage to my property.

I pled that you vote against Shaz Development's request for rezoning.

Sincerely,

Sandra Potts / Allyson Wilson, POA
Sandra Potts/Allyson Wilson, POA

FILED IN THE OFFICE
OF THE CITY CLERK
ON 5/10/21 - ZW

STATUTORY POWER OF ATTORNEY

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE UNIFORM STATUTORY FORM POWER OF ATTORNEY ACT. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

I, SANDRA W. POTTS, 601 East Olivia Terrace, Mustang, Oklahoma 73064, appoint ALLYSON LEE WILSON (nee POTTS), 601 East Olivia Terrace, Mustang, Oklahoma 73064, as my agent (attorney-in-fact) to act for me in any lawful way with respect to the following initialed subjects:

TO GRANT ALL OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF (N) AND IGNORE THE LINES IN FRONT OF THE OTHER POWERS.

TO GRANT ONE OR MORE, BUT FEWER THAN ALL, OF THE FOLLOWING POWERS. INITIAL THE LINE IN FRONT OF EACH POWER YOU ARE GRANTING.

TO WITHHOLD A POWER, DO NOT INITIAL THE LINE IN FRONT OF IT. YOU MAY, BUT NEED NOT, CROSS OUT EACH POWER WITHHELD.

INITIAL

- (A) Real property transactions.
- (B) Tangible personal property transactions.
- (C) Stock and bond transactions.
- (D) Commodity and option transactions.
- (E) Banking and other financial institution transactions.
- (F) Business operating transactions.
- (G) Insurance and annuity transactions.
- (H) Estate, trust, and other beneficiary transactions.

- _____ (I) Claims and litigation.
- _____ (J) Personal and family maintenance.
- _____ (K) Benefits from Social Security, Medicare, Medicaid, or other governmental programs, or military service.
- _____ (L) Retirement plan transactions.
- _____ (M) Tax matters.
- scps (N) ALL OF THE POWERS LISTED ABOVE. YOU NEED NOT INITIAL ANY OTHER LINES IF YOU INITIAL LINE (N).

SPECIAL INSTRUCTIONS:

ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT.

This Power of Attorney shall become effective immediately.

The principal hereby nominates the attorney-in-fact named herein as conservator, guardian of his or her estate, or guardian of his or her person for consideration by the Court if protective proceedings for the principal's person or estate are commenced after the execution of this Power of Attorney.

(Attach additional pages, if needed.)

UNLESS YOU DIRECT OTHERWISE ABOVE, THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT IS REVOKED.

This Power of Attorney will continue to be effective even though I become disabled, incapacitated or incompetent.

STRIKE THE PRECEDING SENTENCE IF YOU DO NOT WANT THIS POWER OF ATTORNEY TO CONTINUE IF YOU BECOME DISABLED, INCAPACITATED OR INCOMPETENT.

May 10, 2021

City of Norman Planning Commission
201 West Gray Street
Norman, OK 73069

RE: Protest of Shaz Investments, LLC Request for Norman 2025
Land Use and Transportation Plan Amendment and Rezoning

Planning Commission members,

I am writing this letter in order to make you aware of the past, present, and possibly future damages created by stormwater flowing across my property. My grandpa purchased this property in the early 1960's. He owned it until his passing in the late 1980's when he passed it on to his two sons, one of which was my father, and my father passed it on to me and my two sisters. I am the third generation that has farmed this property. The fourth and fifth generations are now enjoying the property and all it has to offer.

Yesterday, I was out surveying Bishop Creek's numerous blockages with my family, which included my two young grandsons, when both asked me where all the trash came from. I have included a picture (**Photo #1**) of this blockage and associated trash that has washed down from the City of Norman. Over the years the increase in stormwater flowing down Bishop Creek and across my property has impacted our hay farming business. As the Eagle Cliff and Cobblestone housing additions have expanded further south, the stormwater volume and concentration has exponentially increased, as our property lies directly south and southwest of these two housing additions. Currently there is stormwater standing in the tall fescue hayfield directly south of Eagle Cliff Section 7. The hay was ready to cut two weeks ago but with the standing water and ground saturation levels being so high (**Photo #2 attached**) hay production cannot begin.

Therefore, due to the past and present disregard by the City of Norman and Shaz Investments, LLC for not implementing a stormwater drainage system to prevent any adverse impact on my property, I oppose this rezoning request.

Sincerely,



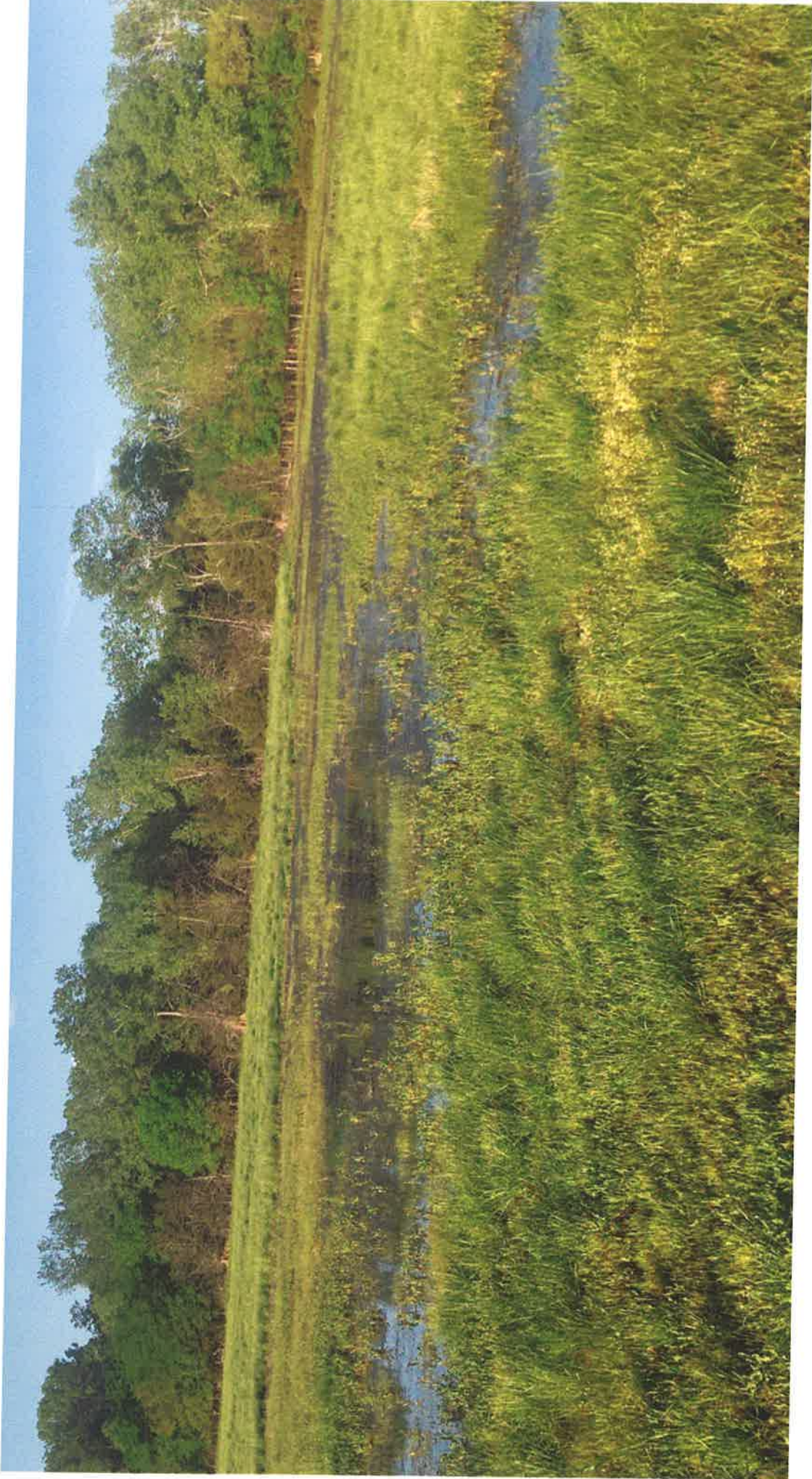
Kevin J. Potts

FILED IN THE OFFICE
OF THE CITY CLERK
ON 5/10/21 - *RW*

Photo #1



Photo # 2



**MEMORANDUM OF TRUST
THE JOHN D. POTTS LIVING TRUST
DATED JULY 18, 2016**

KNOW ALL MEN BY THESE PRESENTS:

John D. Potts, a single person, has created the John D. Potts Living Trust Dated July 18, 2016, ("the Trust") which is an express private revocable trust, and named himself as the trustee of the Trust with full power and authority to act during his lifetime.

1. **POWERS OF THE TRUSTEE.** The trustee has the right and authority to sell, lease, or mortgage the property in the trust name.

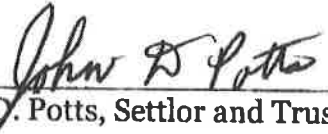
2. **APPOINTMENT OF SUCCESSOR TRUSTEE.** **John D. Potts and Kevin John Potts** are designated as the initial Trustees, either of whom can act individually and without joinder by the other. If either is unable or unwilling to serve for any reason, including incapacity or death, then the other shall act as the sole Trustee. If both John D. Potts and Kevin John Potts are unable or unwilling to serve for any reason, including incapacity or death, then **Allyson Lee Wilson** is appointed as Successor Trustee. If Allyson Lee Wilson becomes unable or unwilling to serve for any reason, including incapacity or death, then **Ellen Kay Smith** is appointed as Successor Trustee.

3. **EVIDENCE OF DEATH OR INCAPACITY OF TRUSTEE.** The death of the Settlor shall be evidenced by the filing in the office of the County Clerk in each County where real property is situated a copy of this Memorandum and a copy of the death certificate of the Settlor issued by the appropriate agency. The decision as to whether the Settlor and/or Trustee is disabled because of incapacity or inability to act due to advanced age, illness, or other cause shall be made by unanimous consent of Kevin John Potts, Allyson Lee Wilson, and Ellen Kay Smith, provided each are competent. The filing of the evidence shall be conclusive evidence of the power of the succeeding Co-Trustees to act in the place and stead of the prior trustee. In case of property other than real property, the filing of the Memorandum shall not be required to allow a trustee to act.

4. **ADDITIONAL AUTHORIZED SIGNERS FOR DEPOSIT ACCOUNTS.** Under this Trust, the Settlor/Trustee may appoint additional authorized signers for

deposit accounts. The Successor Trustee(s) may also appoint additional authorized signers for deposit accounts.

Dated: July 18, 2016.



John D. Potts, Settlor and Trustee

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF CLEVELAND)

The foregoing was acknowledged before me this 18th day of July, 2016, by John D. Potts, Settlor and Trustee.

My Commission expires:



Notary Public



ORIGINAL PLACED IN
WILL VAULT AT
HARTZOG CONGER CASON & NEVILLE

MEMORANDUM OF TRUST

1. On the 11th day of December, 2013, KEVIN JOHN POTTS, as the Settlor, and KEVIN JOHN POTTS and SONJA ANNETTE POTTS, as the Co-Trustees, created the KEVIN JOHN POTTS TRUST (the "Trust").

2. Section 6.1(a) of the Trust provides with respect to the initial and successor Trustees as follows:

"(a) The KEVIN JOHN POTTS TRUST. The initial Co-Trustees of the KEVIN JOHN POTTS TRUST shall be KEVIN JOHN POTTS and SONJA ANNETTE POTTS. If either of them fails to serve or continue to serve for any reason, including death, resignation or incapacity, then the other shall serve. If both of them fail to serve or continue to serve for any reason, including death, resignation or incapacity, then ALLYSON WILSON shall serve as successor Trustee. If she fails to serve or continue to serve for any reason, including death, resignation or incapacity, then STEVEN SCOTT DAVIS shall serve as successor Trustee."

3. Section 8.1 of the Trust provides for the delegation of duties between Co-Trustees as follows:

"8.1 Authority to Make Trust Decisions. All Trust decisions shall be made by the Trustee. If more than one Trustee is serving, then all Trust decisions shall be made by a majority vote of the Trustees then serving. However, except as otherwise provided herein, in the event two or more persons or entities are acting as Trustees, they may by written agreement delegate any Trustee's duties and powers between and among themselves as they may agree, except that no Independent Trustee may delegate away its authority to make discretionary distributions or to make other decisions, the discretionary authority for which is conferred solely on the Independent Trustee by the terms hereof. Any person with whom the Trustee conducts any business or affairs shall be entitled to rely upon this written agreement. In addition, KEVIN JOHN POTTS and SONJA ANNETTE POTTS hereby agree and delegate, individually and collectively, all of the duties and powers of the Trustees of the KEVIN JOHN POTTS TRUST (whether arising under the Trust or by law, without limitation) to each of them, individually, so that any or all of the powers and duties of the Trustees may be exercised by either one of them acting alone. The Trustees hereby authorize third persons to rely on any action taken by either or both of KEVIN JOHN POTTS and SONJA ANNETTE POTTS in his, her or their capacity as a Trustee with respect to any and all Trust assets and other trust matters.

If more than one Trustee is serving, then any Trust decisions made by the Trustee may be made at any meeting of the Trustees at which a majority of all the Trustees are present either in person or electronically. Any action that may be taken at any meeting of the Trustees may be taken without a meeting if consent in writing setting forth the action so taken is signed by those Trustees authorized to take such action. Any such consent may be signed in one or more counterparts. If all Trustees did not sign any such consent, then the Trustees who did sign such consent shall promptly give a copy of the consent to those Trustees who did not sign the consent."

4. Section 6.2 of the Trust provides for the appointment of successor and additional Trustees and filling of a Trustee vacancy as follows:

"6.2 Additional or Substitute Trustees; Vacancies. With respect to each Trust created hereunder, the Trustee or a majority of the Trustees at any time serving, or any person herein named to serve as a Trustee, may designate in writing one or more successor or additional Trustee or Trustees, including Independent Trustees. If the person appointing the successor is not currently a Trustee, then that person may nevertheless appoint a successor to serve in the event that named Trustee is unable or unwilling to serve for any reason, in which case said written designation shall override the successor trustee provisions contained in Section 6.1. Notice of any such written designation shall be given to all adult beneficiaries of that Trust in order to become effective, and may be revoked or amended at any time in a like manner. Notwithstanding the foregoing, the Settlor retains the right at any time to remove any Trustee and appoint a successor Trustee.

In the event of a vacancy in the office of Trustee for any reason, then the Settlor's wife, if she is living, and if not then a majority of the Settlor's adult beneficiaries may appoint a successor Trustee, so long as the successor is an Independent Trustee. If the successor Trustee is an individual, then that individual must have substantial experience in business and financial matters and must have an excellent reputation in the community for good judgment and personal character. If the successor is a corporation, it shall have trust powers and assets under management in excess of Fifty Million Dollars (\$50,000,000). If a beneficiary of a Trust created hereunder is a minor or under another legal disability, then the successor Trustee appointment powers described herein may be exercised by the legal or natural guardian or other legal representative of the minor or legally disabled beneficiary."

5. Section 8.2 of the Trust provides for the investment powers of the Trustee as follows:

"8.2 General Investment and Management Powers. The Trustee, for any consideration or purpose that it shall deem proper, may sell, exchange, alter, mortgage, pledge or otherwise dispose of the assets of any Trust; invest and reinvest the Trust assets (including non-income producing assets for the personal use or benefit of the beneficiaries), as determined by the Trustee to be in the best

interests of the beneficiaries; engage in any business or activity, and enter into any partnership (either as a general or limited partner) with any person and any trustee under any other trust; borrow any amount believed by the Trustee to be appropriate at any time for the purpose of making any principal payment or distribution, or for any other purpose that in the opinion of the Trustee shall be proper and in the best interests of the beneficiaries of the Trust; execute obligations, negotiable and nonnegotiable; join in by deposit, pledge, or otherwise any plan of reorganization or readjustment of any corporation or other means of protecting or dealing with any investments of any Trust estate, and vest in a protective committee or committees or other legal entities such power as in the opinion of the Trustee may be desirable; assume the payment of or extend and renew any indebtedness incurred by the Trustee then acting or any prior Trustee; sell for cash and/or credit all or any part of the assets of any particular Trust; sue and be sued; settle, compromise or waive claims or demands in favor of or against any Trust estate; waive or release rights of any kind; appoint, remove, and act through agents, managers and employees, and confer upon them such powers and authority as the Trustee shall deem necessary or desirable; vote shares of stock in person or by proxy, with or without power of substitution, and exercise and perform any and all rights, privileges and powers inuring to the holder of any stock or securities comprising at any time a part of any Trust estate; grant or lease oil, gas and other minerals, or any one or more of them, including, but not limited to, the power to make and release oil, gas and mineral leases and subleases covering one or more of said substances, or any interest or interests, or right or rights therein, and make mineral deeds and royalty transfers covering oil, gas and other mineral interests or any one or more of them, or any interest or interests or right or rights therein, and create, reserve and dispose of overriding royalties, oil payments, gas payments, production payments, and any one or more of the foregoing, and execute division orders, transfer orders, and oil and/or gas sales contracts and enter into gas storage leases, development and drilling contracts, operating contracts and arrangements and unitization agreements, as operator or nonoperator, and make agreements for present or future pooling of any and all interests in oil, gas and other mineral properties with all of the rights and powers that an individual has in conducting his own oil and gas business; pay all reasonable expenses; execute and deliver any deeds, conveyances, leases, assignments, contracts or written instruments of any character appropriate to any of the powers or duties of the Trustee. The Trustee may buy, sell and trade in securities of any kind, including stock options, commodities, futures, short sales and on margin, and for such purposes, the Trustee may maintain and operate margin accounts with brokers and may pledge any securities held or purchased with such brokers as security for loans and advances made to the Trustee for such purposes."

6. Section 8.4 of the Trust provides for real estate powers of the Trustee as follows:

"8.4 Real Estate Powers. The Trustee is authorized to sell, exchange, dispose of, improve, repair, lease, grant options on, or deal in any like manner with any real estate comprising a part of the trust estate; and to foreclose, extend, renew, assign, release or partially release, and discharge mortgages or other liens."

7. Section 8.6 of the Trust authorizes third persons to rely on the Trustee's authority to deal with the Trust assets as follows:

"8.6 Liability of Disinterested Party. No person dealing with a Trustee shall be required to ascertain the authority of the Trustee nor be responsible in any way for the proper application of funds or property paid to the Trustee for the account of the Trust; but, if acting in good faith, may deal with the Trustee as though it were the unconditional owner."

8. Section 8.20 of the Trust provides that successor Trustees shall have all of the powers conferred upon the initial Trustee as follows:

"8.20 Powers of Successor Trustee. Any successor Trustee of any Trust created hereunder shall have, from and after appointment or succession to office hereunder and without assignment or action by any person, all the rights, interests and powers granted to and vested in the Trustee."

9. If and when the initial Co-Trustees of the Trust shall fail to continue to serve as Trustee, the successor Trustee appointed in Section 6.1, or appointed as provided in Section 6.2 of the Trust shall file an affidavit setting forth the facts causing a succession of Trustee and the successor Trustee's acceptance of the duties as Trustee. All persons shall thereafter be entitled to deal with such successor Trustee as Trustee of the Trust.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Trust this 11th day of December, 2013.



KEVIN JOHN POTTS, Settlor and
Co-Trustee



SONJA ANNETTE POTTS, Co-Trustee

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared KEVIN JOHN POTTS, known to me to be the person whose name is subscribed to the foregoing instrument as the Settlor and as a Co-Trustee, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11th day of December, 2013.

Kim D. Akers
Notary Public

My Commission Expires:

My Commission Number:
(S E A L)



STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

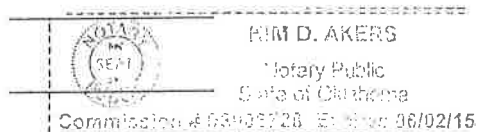
BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared SONJA ANNETTE POTTS, known to me to be the person whose name is subscribed to the foregoing instrument as a Co-Trustee, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11th day of December, 2013.

Kim D. Akers
Notary Public

My Commission Expires:

My Commission Number:
(S E A L)



May 10, 2021

City of Norman Planning Commission
201 West Gray Street
Norman, OK 73069

RE: Protest of Shaz Investments, LLC Request for Norman 2025
Land Use and Transportation Plan Amendment and Rezoning

Planning Commission members,

This letter is to give you information that you may not have to be used in your decision about the Shaz Investments, LLC amendment and rezoning request that is on the agenda for the May 13, 2021 Planning Commission meeting. I am a property owner of land that lies immediately south of land owned by Shaz and the Eagle Cliff Additions that Shaz has developed in the past. The developments have seriously impacted our land in many ways. The lack of a stormwater plan, other than sending it to the floodplain as has been done with previous developments, has caused serious flooding issues as water and trash pour out of Bishop Creek and other runoff areas onto our property.

I have two photos attached that represent many issues with the Eagle Cliff Additions that have been developed and then approved by the City of Norman. **Photo #1**-Accipiter Street runs east and west in Eagle Cliff and this photo shows where Accipiter ends on the west. This is a street that will not be extended by the new development and ends abruptly where there is a barricade and the concrete stops. Serious erosion has occurred to this public street which slopes downward as it heads west. There was no plan for the stormwater runoff which has now created its own path south towards our property.

Photo #2-This photo is from the most recent Shaz development that is currently under construction and was approved by the City in 2019, which I believe will all be houses on Osprey Drive. Water from the Cobblestone West detention pond and runoff from the impervious surfaces on Osprey Drive appear to be draining through the pipe under Osprey as can be seen in the photo. Water has already begun to erode the area beyond where the water exits the pipe and is creating its path towards our property by heading south and east.

For the above reasons, I am protesting this development and asking you to consider voting against this proposed development.

As I am sure you do also, I love Norman, and I have lived here for over 40 years and raised two children here and I want to see our city be a beautiful place for future generations.

Sincerely,



Sonja A. Potts

(405) 613-8304

FILED IN THE OFFICE
OF THE CITY CLERK
ON 5/10/21 - RW

Photo #1

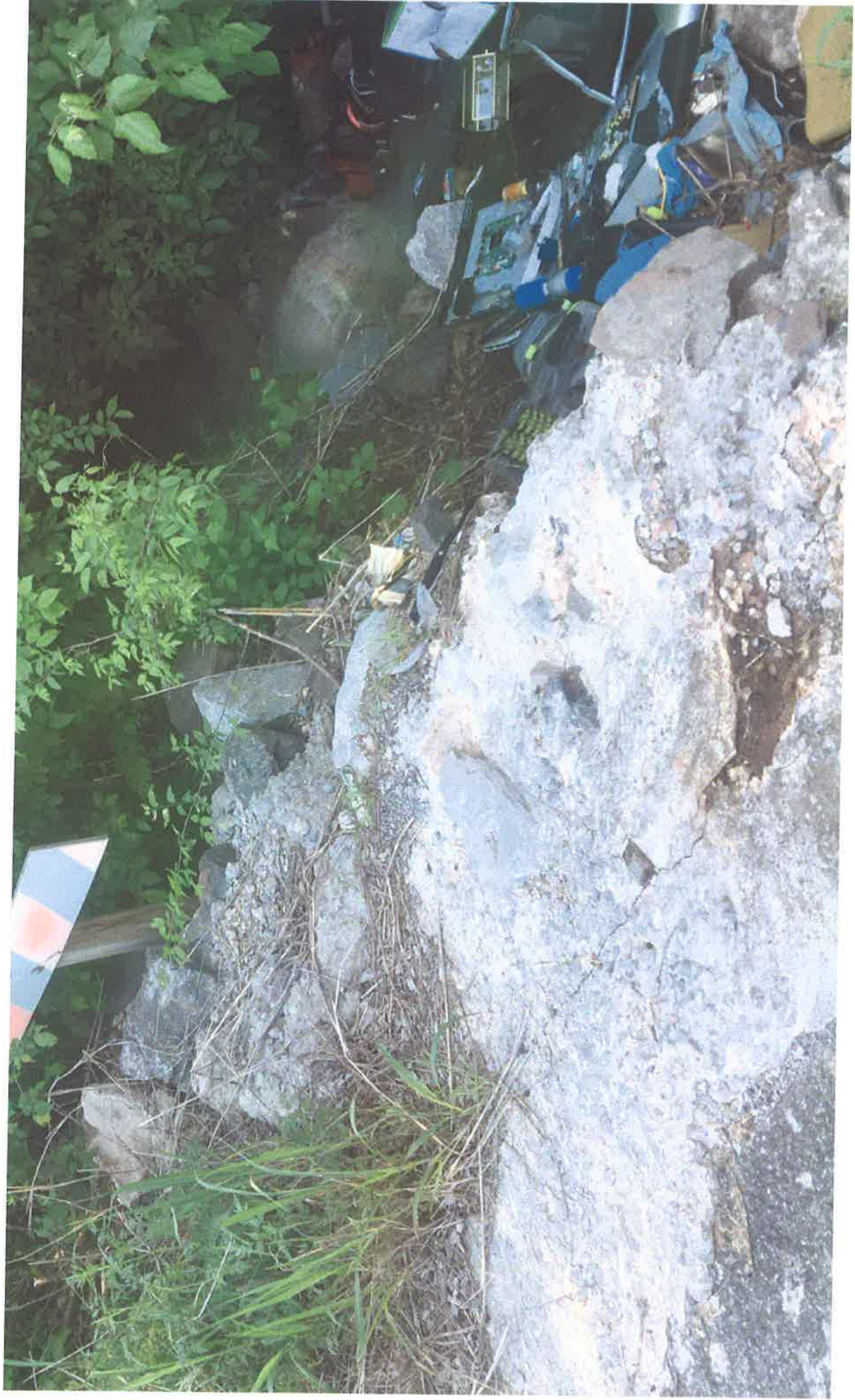


Photo #2



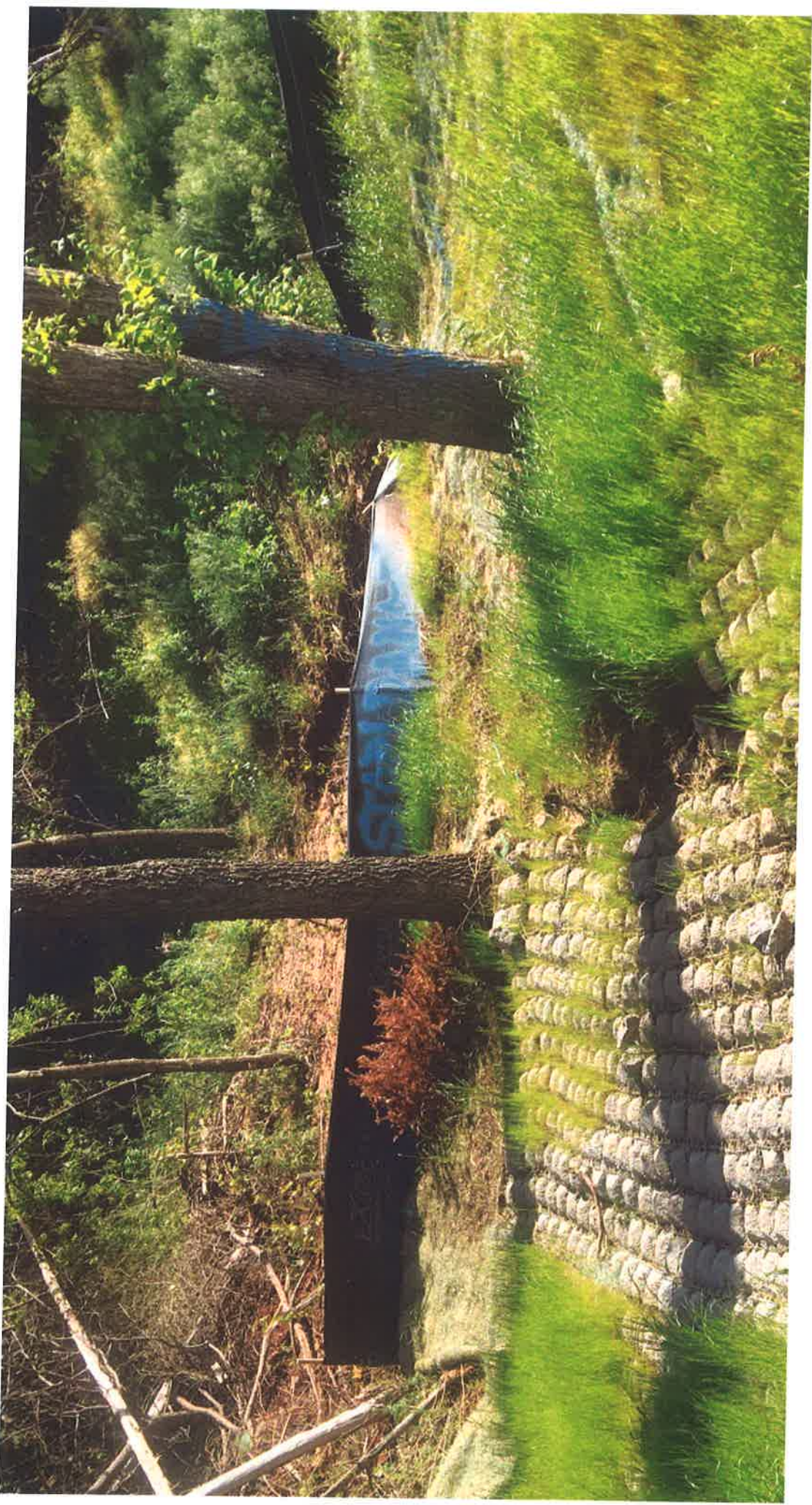


Photo #3

ORIGINAL PLACED IN
WILL VAULT AT
HARTZOG CONGER CASON & NEVILLE

MEMORANDUM OF TRUST

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"8.1 Authority to Make Trust Decisions. All Trust decisions shall be made by the Trustee. If more than one Trustee is serving, then all Trust decisions shall be made by a majority vote of the Trustees then serving. However, except as otherwise provided herein, in the event two or more persons or entities are acting as Trustees, they may by written agreement delegate any Trustee's duties and powers between and among themselves as they may agree, except that no Independent Trustee may delegate away its authority to make discretionary distributions or to make other decisions, the discretionary authority for which is conferred solely on the Independent Trustee by the terms hereof. Any person with whom the Trustee conducts any business or affairs shall be entitled to rely upon this written agreement. In addition, KEVIN JOHN POTTS and SONJA ANNETTE POTTS hereby agree and delegate, individually and collectively, all of the duties and powers of the Trustees of the KEVIN JOHN POTTS TRUST (whether arising under the Trust or by law, without limitation) to each of them, individually, so that any or all of the powers and duties of the Trustees may be exercised by either one of them acting alone. The Trustees hereby authorize third persons to rely on any action taken by either or both of KEVIN JOHN POTTS and SONJA ANNETTE POTTS in his, her or their capacity as a Trustee with respect to any and all Trust assets and other trust matters.

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In the event of a vacancy in the office of Trustee for any reason, then the Settlor's wife, if she is living, and if not then a majority of the Settlor's adult beneficiaries may appoint a successor Trustee, so long as the successor is an Independent Trustee. If the successor Trustee is an individual, then that individual must have substantial experience in business and financial matters and must have an excellent reputation in the community for good judgment and personal character. If the successor is a corporation, it shall have trust powers and assets under management in excess of Fifty Million Dollars (\$50,000,000). If a beneficiary of a Trust created hereunder is a minor or under another legal disability, then the successor Trustee appointment powers described herein may be exercised by the legal or natural guardian or other legal representative of the minor or legally disabled beneficiary."

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interests of the beneficiaries; engage in any business or activity, and enter into any partnership (either as a general or limited partner) with any person and any trustee under any other trust; borrow any amount believed by the Trustee to be appropriate at any time for the purpose of making any principal payment or distribution, or for any other purpose that in the opinion of the Trustee shall be proper and in the best interests of the beneficiaries of the Trust; execute obligations, negotiable and nonnegotiable; join in by deposit, pledge, or otherwise any plan of reorganization or readjustment of any corporation or other means of protecting or dealing with any investments of any Trust estate, and vest in a protective committee or committees or other legal entities such power as in the opinion of the Trustee may be desirable; assume the payment of or extend and renew any indebtedness incurred by the Trustee then acting or any prior Trustee; sell for cash and/or credit all or any part of the assets of any particular Trust; sue and be sued; settle, compromise or waive claims or demands in favor of or against any Trust estate; waive or release rights of any kind; appoint, remove, and act through agents, managers and employees, and confer upon them such powers and authority as the Trustee shall deem necessary or desirable; vote shares of stock in person or by proxy, with or without power of substitution, and exercise and perform any and all rights, privileges and powers inuring to the holder of any stock or securities comprising at any time a part of any Trust estate; grant or lease oil, gas and other minerals, or any one or more of them, including, but not limited to, the power to make and release oil, gas and mineral leases and subleases covering one or more of said substances, or any interest or interests, or right or rights therein, and make mineral deeds and royalty transfers covering oil, gas and other mineral interests or any one or more of them, or any interest or interests or right or rights therein, and create, reserve and dispose of overriding royalties, oil payments, gas payments, production payments, and any one or more of the foregoing, and execute division orders, transfer orders, and oil and/or gas sales contracts and enter into gas storage leases, development and drilling contracts, operating contracts and arrangements and unitization agreements, as operator or nonoperator, and make agreements for present or future pooling of any and all interests in oil, gas and other mineral properties with all of the rights and powers that an individual has in conducting his own oil and gas business; pay all reasonable expenses; execute and deliver any deeds, conveyances, leases, assignments, contracts or written instruments of any character appropriate to any of the powers or duties of the Trustee. The Trustee may buy, sell and trade in securities of any kind, including stock options, commodities, futures, short sales and on margin, and for such purposes, the Trustee may maintain and operate margin accounts with brokers and may pledge any securities held or purchased with such brokers as security for loans and advances made to the Trustee for such purposes."

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IN WITNESS WHEREOF, the parties have executed this Memorandum of Trust this 11th day of December, 2013.



KEVIN JOHN POTTS, Settlor and
Co-Trustee



SONJA ANNETTE POTTS, Co-Trustee

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

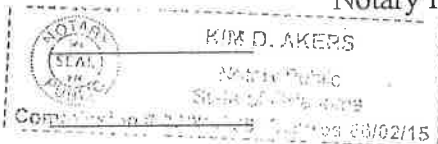
BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared KEVIN JOHN POTTS, known to me to be the person whose name is subscribed to the foregoing instrument as the Settlor and as a Co-Trustee, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11th day of December, 2013.

Kim D. Akers
Notary Public

My Commission Expires:

My Commission Number:
(S E A L)



STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared SONJA ANNETTE POTTS, known to me to be the person whose name is subscribed to the foregoing instrument as a Co-Trustee, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11th day of December, 2013.

Kim D. Akers
Notary Public

My Commission Expires:

My Commission Number:
(S E A L)

