



The City of Oklahoma City  
**Development Services Department, Subdivision and Zoning**  
 420 West Main Street, Suite 910, Oklahoma City, Oklahoma, 73102  
 Phone: (405) 297-2623 – Web: <https://www.okc.gov>

## APPLICATION FOR SPUD ReZONING

**Simplified Planned Unit Development District**  
**The Boardwalk at Bricktown**

Project Name

4 E Reno Ave

Address / Location of Property (Provide County name & parcel no. if unknown)

Mixed-use development to include residential condos, hotel and ancillary retail

Summary Purpose Statement / Proposed Development

Staff Use Only

Case No.: SPUD - 1613

File Date: 2-27-24

Ward No.: W7

Nbhd. Assoc.: Bricktown Assn / Downtown OKC

School District: OKC

Extg Zoning: PUD-692 / SPUD-1326

Overlay: DP / DSHA

3.9165 acres

ReZoning Area (Acres or Square Feet)

### REQUIREMENTS FOR SUBMITTAL:

- ☐ One (1) Typed Legal Description of Proposed Rezoning area in MS Word file (.doc or .docx) format.
- ☐ One (1) copy of Recorded Deed(s), with Exhibit(s), listing current Property Owner in .pdf format.
- ☐ One (1) copy of Letter of Authorization from Property Owner listing Designated Representative if Applicant is not the Property Owner of record.
- ☐ One (1) copy of Property Owners Report listing all property owners who own property within a 300-foot buffer area of the property to be rezoned. The list **MUST** include the mailing address and the legal description of their property and **MUST** be current to within 30 days of the date of submittal of the application. A minimum of 10 separate individual property owners is required. If there are less than 10 individual owners within the 300-foot buffer, the radius must be extended by increments of 100 feet until the list contains no less than 10 owners. Provide One (1) PDF (.pdf) file version, AND one (1) MS Excel (.xls or .xlsx) file version.
- ☐ One (1) Signed and Notarized copy of "Affirmation" that the Property Owners Report listings are true and correct unless the list is prepared by a Certified Abstractor or County official.
- ☐ One (1) Typed Prepared copy of Proposed Master Design Statement in an MS Word file (.doc or .docx) file format.
- ☐ One (1) Proposed Master Development Plan Map in a PDF (.pdf) file format. Reference Submittal checklist for specific details.
- ☐ Maps, Site Plan, Survey Exhibits, Photographs, or other supporting illustrations must be 600dpi minimum resolution, and in a .pdf file format. Photographic file formats (.jpeg, .png, .tiff, etc..) of drawings, maps, or other documents will not be accepted.
- ☐ A filing fee of \$1800.00 must be remitted within One (1) business day of submittal confirmation. (Make check payable to "City Treasurer")

Property Owner Information (if other than Applicant):

Bricktown Entertainment, LLC

Name

9211 Lake Hefner Pkwy, Suite 110

Mailing Address

Oklahoma City, OK 73120

City, State, Zip Code

(405) 607-8400

Phone

Email

Signature of Applicant

Mark W. Zitzow, Johnson & Associates

Applicant's Name (please print)

1 E Sheridan Ave., Suite 200

Applicant's Mailing Address

Oklahoma City, OK 73104

City, State, Zip Code

(405) 235-8075

Phone

mzitzow@jaokc.com

Email

Submit your Application by Email to [Subdivisionandzoning@OKC.gov](mailto:Subdivisionandzoning@OKC.gov)

Compressed files (.zip, etc..) or links to FileShare services (Dropbox, etc..) can not be accepted for security purposes.

3  
**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

Bricktown Entertainment, L.L.C.  
c/o Lloyd T. Hardin, Jr., Esq.  
Phillips McFall McCaffrey McVay & Murrah, P.C.  
211 North Robinson, 12<sup>th</sup> Floor  
Oklahoma City, OK 73102

Doc # 2002151800  
Bk 8580  
Pg 111-1135  
DATE 10/04/02 10:06:21  
Filing Fee \$61.00  
Documentary Tax \$0.00  
State of Oklahoma  
County of Oklahoma  
Oklahoma County Clerk  
Carolynn Caudill

(SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY)

## **SPECIAL WARRANTY DEED**

### **KNOW ALL MEN BY THESE PRESENTS, THAT:**

**WHEREAS**, an Urban Renewal Plan (which, together with all modifications thereof made after the date of this Deed in accordance with applicable law, is hereinafter referred to as the "Redevelopment Plan") for the MAPS Sports-Entertainment-Parking Support Redevelopment Project, as Amended (hereinafter referred to as the "Project") has been adopted and approved by the City Council of the City of Oklahoma City on June 24, 1997, which Redevelopment Plan, as it exists on the date hereof, is recorded in the office of the City Clerk of Oklahoma City, Oklahoma; and

**WHEREAS**, the Redevelopment Plan provides for the development of commercial-retail-parking uses, MAPS canal development, and other appropriate public and private uses in order to maximize private development potential and create a Sports-Entertainment-Parking District; and

**WHEREAS**, the Authority and Redeveloper have heretofore entered into a certain redevelopment agreement for development of the Bricktown Entertainment Center (hereinafter referred to as the "Redevelopment Agreement") dated July 21, 1998, as amended from time to time thereafter, between the parties hereto, whereby the Redeveloper agreed to undertake the redevelopment of certain real property located in the project area in accordance with the public purposes and provisions of the applicable, state and local laws and requirements under which the Redevelopment Plan has been undertaken; and

**WHEREAS**, pursuant to the terms of the Redevelopment Agreement, the creation of the Bricktown Entertainment Center is being implemented in accordance with a development plan (hereinafter referred to as the "Development Plan") and development guidelines, as the same may be submitted to and approved from time to time by the Authority pursuant to the Redevelopment Agreement; and

Return original to:

Betty J. Cummins  
First American Title & Trust  
P.O. Box 1234  
Oklahoma City, OK 73102

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SPECIAL WARRANTY DEED

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25/61  
**EXEMPT DOCUMENTARY STAMP TAX**

**O.S. TITLE 68, ARTICLE 32, SECTION  
3202, PARAGRAPH 11.**

25/61

**WHEREAS**, pursuant to the Redevelopment Plan and the Oklahoma Urban Redevelopment Law, the Oklahoma City Urban Renewal Authority is authorized to transfer individual portions of land in the Project area pursuant to the objectives of the Project and Redevelopment Plan; and

**NOW, THEREFORE**, this deed, made this 25 day of September, 2002, by and between the **OKLAHOMA CITY URBAN RENEWAL AUTHORITY** (hereinafter referred to as the "Grantor"), acting herein pursuant to the above-mentioned law, and the **BRICKTOWN ENTERTAINMENT L.L.C.**, an Oklahoma limited liability Company (hereinafter referred to as the "Grantee").

**WITNESSETH:**

That for and in consideration of the sum of ONE MILLION SIX HUNDRED EIGHTY-SIX THOUSAND TWO HUNDRED NINETY-FIVE DOLLARS (\$1,686,295.00) and other valuable consideration, receipt of which is hereby acknowledged, the Grantor does, by this Special Warranty Deed, grant, bargain, sell and convey unto the Grantee to have and to hold the following described land and premises, situated in Oklahoma City, Oklahoma County, together with all and singular, the hereditament and appurtenances thereunto belonging or in any wise appertaining, known and distinguished as portions of the Phase I and Phase I-A Development Tracts consisting of:

**SEE EXHIBIT "A" ATTACHED**

**LESS AND EXCEPT** the Permanent Easement between the Oklahoma City Urban Renewal Authority and the City of Oklahoma City, granting a permanent easement for the exclusive proposes of establishing, constructing, and maintaining public streets, public improvement, and utilities as may be necessary from time to time, with right of ingress and egress, to the City of Oklahoma City, recorded in the office of the Oklahoma County Clerk, in Book 7496, pages 13-14, on January 12, 1999; and

**LESS AND EXCEPT** a statutory right-of-way along the East 33 feet of the Northeast Quarter (NE/4) of Section Four 4 of Township 11 North, Range 3 West, and the West 33 feet the Northwest Quarter (NW/4) of Section 3 of Township 11 North, Range 3 West; and

**LESS AND EXCEPT** a footing protection easement in favor of the Atchison, Topeka & Santa Fe Railway Company, a Delaware corporation, as set forth in Quit Claim Deed recorded in Book 6824, page 596; and

**LESS AND EXCEPT** the Terminable Non-Exclusive Easement between the Oklahoma City Urban Renewal Authority and the City of Oklahoma City, recorded in the office of the Oklahoma County Clerk, in Book 7206, page 669, and as amended by the Amended Terminable Non-Exclusive Easement between the Oklahoma City Urban Renewal Authority and the City of Oklahoma City, recorded in the office of the Oklahoma County Clerk, in Book 7512, page 1852; and

**SPECIAL WARRANTY DEED**

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**LESS AND EXCEPT** the Permanent Exclusive Easement between the Oklahoma City Urban Renewal Authority and the City of Oklahoma City, recorded in the office of the Oklahoma County Clerk, in Book 7209, page 730, and as amended by the Amended Permanent Exclusive Easement between the Oklahoma City Urban Renewal Authority and the City of Oklahoma City, recorded in the office of the Oklahoma County Clerk, in Book 7512, page 1856; and

**LESS AND EXCEPT** a permanent storm sewer easement granted to the City of Oklahoma City by the Oklahoma City Urban Renewal Authority dated September 25, 2002; recorded in the office of the Oklahoma County Clerk, in Book 8580, page 1110; and

**LESS AND EXCEPT** a Right-of-Way in favor of Oklahoma Natural Gas Company, recorded in Book 1533, page 25; and

**LESS AND EXCEPT** all groundwater, including all percolating water and all water in known aquifer or aquifers to be identified in the future, and any right therein including the right to produce such groundwater; and

**LESS AND EXCEPT** any interest in and to oil, gas, coal, metallic ores and other minerals therein and thereunder previously reserved or conveyed of record and all rights, interests and estates of whatsoever nature incident thereto or arising thereunder; and

**SUBJECT TO** an easement and right-of-way across the easterly 12 feet of the above described Development Tract designated 1A to be established by subsequent written and recorded declaration of the Grantor and the Grantee for vehicular access between Reno Avenue and the overflow Bass Pro parking and the visitor parking area for the Oklahoma Land Run sculpture located south of Interstate Highway 40.

**SUBJECT TO** the conditional parking easements established by subsequent written and recorded declarations of the Grantor conditioned upon and in accordance with the conditions, provisions, and requirements of Schedule B, Section (1) of the Redevelopment Agreement, and amendments thereto; and

**SUBJECT TO** the conditional parking easements established by subsequent written and recorded declaration of the Grantor and Grantee conditioned upon and in accordance with the conditions, provisions, and requirements of the Financing and Common Area Development Agreement between Grantor and Grantee dated September 25, 2002.

The Grantor warrants title to the property to be free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature made or suffered to be made by the Grantor, except as set forth above and those easements and related rights created pursuant to the Redevelopment Agreement and to the Reciprocal Easement Agreement for the Bricktown Entertainment Center dated September 25, 2002, and subsequent amendments thereto, by and among, Grantor, Grantee, and the City of Oklahoma City to be recorded



simultaneously with this Special Warranty Deed, in the office of the Oklahoma County Clerk and Grantor will execute such further assurances thereof as may be requisite: **Provided**, however, that this Deed is made and executed upon and is subject to certain express conditions and covenants, said conditions and covenants being a part of the consideration for the property hereby conveyed and are to be taken and construed as running with the land and upon the continued observance of which and each of which, with the sole exception of covenants numbered FIRST, FIFTH, and SIXTH, the continued existence of the estate hereby granted shall depend, and the Grantee hereby binds itself and its successors, assigns, grantees and lessees forever to these covenants and conditions which covenants and conditions are as follows:

**FIRST:** The Grantee shall devote the property hereby conveyed only to the uses permitted by applicable zoning (the approved Planned Unit Development and modifications thereof) and the uses specified in the permitted uses provisions of the Development Plan (or approved modifications thereof) approved by the Grantor in accordance with Section 401 of Part II of the Redevelopment Agreement and shall not use the property for industrial uses, convenience stores, drive-in fast food restaurants, retail drug stores, grocery stores, home improvement centers, pet stores or automobile service stations, and shall not violate any building requirements contained in the design guidelines provisions of the Development Plan.

**SECOND:** The Grantee, its successors or assigns, shall pay real estate taxes or assessments on the property hereby conveyed or any part thereof when due (except those contested in good faith by appropriate proceedings) and shall not place thereon any encumbrance or lien on the property other than liens securing the development of the property and the construction and permanent financing of the improvements to be constructed on the property pursuant to the construction plans approved by the Grantor in accordance with Section 5 of the Redevelopment Agreement and for additional funds, if any, in an amount not to exceed the consideration herein specified and related acquisition costs paid by Grantee to Grantor (hereinafter referred to as the "Approved Financing"), and shall not suffer any levy or attachment to be made or any other encumbrance or lien to attach until the Grantor certifies as to any individual parts or parcels, in accordance with the Redevelopment Agreement that all building construction and other physical improvements specified to be done and made by the Grantee pursuant to the Redevelopment Agreement have been completed.

**THIRD:** The Grantee shall commence promptly the construction of the aforesaid improvements on the property hereby conveyed in accordance with the said construction plans and shall prosecute diligently the construction of said improvements to completion: **Provided**, that in any event, construction shall commence no later than October 1, 2002, and shall be completed no later than June 30, 2004, with respect to the Phase I Development Tract; and construction shall commence no later than October 1, 2003, and shall be completed no later than October 1, 2005, with respect to the Phase I-A Development Tract. FOR REFERENCE, THE ENTIRETY OF BOTH THE PHASE I DEVELOPMENT

TRACT AND THE PHASE I-A DEVELOPMENT TRACT ARE DESCRIBED ON EXHIBIT "B" ATTACHED.

**FOURTH:** Until the Grantor as to any individual parts or parcels, in accordance with the Redevelopment Agreement certifies that all the aforesaid improvements specified to be done and made by the Grantee have been completed, the Grantee shall have no power to convey the property hereby conveyed or any part thereof without the prior written consent of the Grantor except to a mortgagee under a mortgage permitted by this Deed, or the Redevelopment Agreement there shall be no transfer, and the Grantee shall not permit any transfer, by any party, owning ten percent or more of the stock or partnership or ownership interests of the Grantee, of such stock or partnership or ownership interest, nor shall there be, or be suffered to be by the Grantee, any other similarly significant change in the ownership or interest of such stock or interest or in the relative distribution thereof, or with respect to the identity of the parties in control of the Grantee or the degree thereof, by any other method or means including, but not limited to, increased capitalization, merger, corporate or other amendments, issuance of additional or new stock or classification of stock, or otherwise.

**FIFTH:** The Grantee agrees for itself and any successor in interest not to discriminate upon the basis of race, creed, color, or national origin in the sale, lease, or rental or in the use or occupancy of the property hereby conveyed or any part thereof or of any improvements erected or to be erected thereon or any part thereof.

**SIXTH:** If the property described herein is within an increment district established pursuant to 62 Okla. Stat. §§850 et. seq. and the Grantee (or successor) is a public or private not for profit entity, the Grantee shall make payments in lieu of ad valorem taxes, commencing in any year in which an ad valorem tax exemption on the property is in effect and all or a portion of the property is leased or subleased to a private user not entitled to a tax exemption and terminating upon the termination of such increment district, on such private leasehold and the improvements thereon determined as if there were no tax exemption multiplied by a fraction, the numerator of which is the leaseable floor area of such private leasehold(s) and the denominator of which is the gross leaseable floor area of the improvements on the above-described property, which payments in lieu of ad valorem taxes shall be paid to the County Treasurer of Oklahoma County at the same time and in the same manner and with the same interest and penalties thereon as other ad valorem taxes, which payment obligations pursuant to this covenant numbered SIXTH are secured by a lien (or liens) in favor of the apportionment fund of the increment district arising annually at the same time, in the same manner, having the same priority, and subject to the same enforcement and remedies as liens to secure the annual payments of other ad valorem taxes, which lien or liens may also be evidenced by written notice executed by or on behalf of the County, the City of Oklahoma City, or the duly authorized designee of the City of Oklahoma City and filed in the records of the County Clerk of Oklahoma

County, and which lien or liens may also be enforced by the County, the City of Oklahoma or on its behalf by its authorized designee by foreclosure in the same manner as foreclosure of a mortgage.

The covenants and agreements contained in the covenant numbered FIRST shall terminate on January 1, 2020, except for the building requirements which shall terminate on January 1, 2010. The covenants and agreements contained in covenants numbered SECOND, THIRD, and FOURTH shall terminate on the date the Grantor issues the Certificate of Completion as herein provided except only that the termination of the covenant numbered SECOND shall in no way be construed to release the Grantee from its obligation to pay real estate taxes or assessments (or payments in lieu thereof) on the property hereby conveyed or any part thereof. The covenant numbered FIFTH shall remain in effect without any limitation as to time. The covenant numbered SIXTH shall terminate upon the termination of increment district.

In the case of the breach or violation of any one of the covenants numbered SECOND, THIRD and FOURTH at any time prior to the time the Grantor furnishes a Certificate of Completion (as hereinafter provided) as to any individual part or parcel and in case such breach or such violation shall not be cured, ended or remedied pursuant to the Redevelopment Agreement within ninety (90) days after written demand by the Grantor so to do with respect to covenants numbered SECOND and FOURTH and six (6) months after written demand by the Grantor so to do with respect to covenants numbered THIRD (provided, that a breach or violation with respect to the portion of covenant numbered THIRD, dealing with completion of the improvements may be cured, ended or remedied within six (6) months after written demand by the Grantor to do so or any further extension thereof that may be granted by the Grantor in its sole discretion), then all estate, conveyed under this Deed, shall cease and terminate, and title in fee simple to the same shall revert to and become revested in the Grantor, or its successors or assigns, and such title shall be revested fully and completely in it, and the said Grantor, its successors or assigns, shall be entitled to and may of right enter upon and take possession of the said property; provided, that any such reversion of title to the Grantor:

1. Shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way:
  - (a) the lien of the mortgages permitted by this Deed, including, without limitation, mortgage liens created pursuant to the Approved Financing; and
  - (b) any rights or interests provided in the Redevelopment Agreement for the protection of the holders of any such mortgage; and
  - (c) the rights and remedies of the holders of the mortgages executed and delivered by Grantee pursuant to the Approved Financing.

2. In the event that title to the said property or part thereof shall revert in the Grantor in accordance with the provisions of this Deed, the Grantor shall pursuant to its responsibilities under applicable law use its best efforts to resell the property or part thereof (subject to such mortgage liens as hereinbefore set forth and provided) as soon and in such manner as the Grantor shall find feasible and consistent with the objectives of such law, and of the Redevelopment Plan, to a qualified and responsible party or parties (as determined by the Grantor) who will assume the obligation of making or completing the improvements or such other improvements in their stead as shall be satisfactory to the Grantor and in accordance with the uses specified for the above-described property or any part thereof in the Redevelopment Plan. Upon such resale of the property, or any part thereof, the proceeds thereof shall first be applied to payment in full of the indebtedness secured by mortgages created pursuant to the Approved Financing with the balance to be applied as follows:

**FIRST:** To reimburse the Grantor, on its own behalf or on behalf of the City of Oklahoma City for all costs and expenses incurred by the Grantor including, but not limited to, salaries of personnel in connection with the recapture, management and resale of the property or part thereof (but less any income derived by the Grantor from the property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the property or part thereof at the time of reversion of title thereto in the Grantor or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Grantee, its successors, or transferees; any expenditures made or obligations incurred with respect to the making or completion of the improvements or any part thereof on the property or part thereof; and any amounts otherwise owing the Grantor by the Grantee and its successors or transferees; and

**SECOND:** The Grantee, its successors or transferees is to be reimbursed up to an amount equal to the sum of the consideration specified herein and the related acquisitions costs paid by the Grantee to the Grantor (or allocable to the part thereof) plus the amount actually invested by it in making any of the improvements on the property or part thereof, less any gains or income withdrawn or made by it from this conveyance or from the property.

Any balance remaining after such reimbursement shall be retained by the Grantor.

The Grantor shall each be deemed a beneficiary of covenants numbered FIRST through FIFTH, the City of Oklahoma City shall be deemed a beneficiary of covenants numbered FIRST and FIFTH; the United States shall be deemed a beneficiary of the covenant numbered FIFTH; and the City of Oklahoma City, its designee, and Oklahoma County (hereinafter "County") shall each be deemed a beneficiary of the covenant numbered SIXTH; and such covenants shall run in favor of the Grantor, the City of Oklahoma City, the United States, the Authority and the County for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor, the City of Oklahoma City, the United States, the Authority, or the County is or remains an owner of any land or interest therein to which such covenants relate. As such beneficiary, the Grantor, in the event of any breach of any such covenant, the City of Oklahoma City, in the event of



breach of covenants numbered FIRST and FIFTH, the United States, in the event of any breach of the covenant numbered FIFTH, and the City of Oklahoma City, its designee, and the County, in the event of any breach of the covenant numbered SIXTH, shall each have the right to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach, to which beneficiaries of such covenant may be entitled.

Promptly after the completion of the above-mentioned improvements with respect to any individual parts or parcels in accordance with the provisions of the construction plans and the Redevelopment Agreement, the Grantor will furnish the Grantee with an appropriate instrument (the "Certificate of Completion") so certifying in accordance with the terms of the Redevelopment Agreement. Such certification (and it shall be so provided in the certification itself) shall be a conclusive determination and evidence of the satisfaction and termination of the agreements and covenants in the Redevelopment Agreement. Such certification (and it shall be so provided in the certification itself) shall be a conclusive determination of satisfaction and termination of the agreements and covenants of the Redevelopment Agreement and of the covenants and agreements contained in paragraphs numbered SECOND, THIRD, and FOURTH in this Deed.

The Certificate of Completion shall be in such form as will enable it to be recorded in the proper office for the recordation of deeds and other instruments pertaining to the property hereby conveyed. If the Grantor shall refuse or fail to provide such Certificate of Completion, the Grantor shall, within thirty (30) days after written request by the Grantee provide the Grantee with a written statement, indicating in what respects the Grantee has failed to duly complete said improvements in accordance with the Redevelopment Agreement and what measures or acts will be necessary for the Grantee to take or perform in order to obtain such certification.

The Grantor certifies that all conditions precedent to the valid execution and delivery of this Special Warranty Deed on its part have been complied with and that all things necessary to constitute this Special Warranty Deed its valid, binding and legal agreement on the terms and conditions and for the purposes set forth herein have been done and performed and have happened, and that the execution and delivery of this Special Warranty Deed on its part have been and are in all respects authorized in accordance with law. The Grantee similarly certifies with reference to its execution and delivery of this Special Warranty Deed.

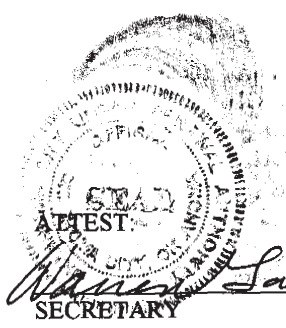
**IN WITNESS WHEREOF**, the name of the Grantor is hereunto affixed this 25 day of September, 2002.

**IN WITNESS WHEREOF**, the name of the Grantee is hereunto affixed this 25 day of September, 2002.

[SIGNATURES ON THE FOLLOWING PAGE]

SPECIAL WARRANTY DEED

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**THE OKLAHOMA CITY URBAN RENEWAL AUTHORITY,**  
a public body corporate, "Grantor"

BY: *Mark D. Young*  
CHAIRMAN

*Warren Sander*  
SECRETARY

**BRICKTOWN ENTERTAINMENT L.L.C.,** an Oklahoma limited liability company, "Grantee"

By: **STONEGATE MANAGEMENT COMPANY, LLC,** an Alabama limited liability company, as Member and Manager

BY: *Mark D. Elgin*  
Mark D. Elgin, Manager

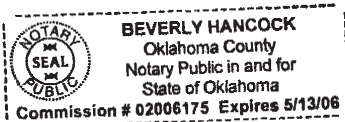
By: **HOGAN PROPERTY MANAGEMENT, L.L.C.,** an Oklahoma limited liability Company, as Member and Manager

By: *D. Randolph Hogan*  
D. Randolph Hogan, Manager

**ACKNOWLEDGMENTS**

STATE OF OKLAHOMA           )  
  ) ss.  
COUNTY OF OKLAHOMA       )

The foregoing instrument was acknowledged before me this 25 day of September, 2002, by Stanton L. Young, Chairman, on behalf of the OKLAHOMA CITY URBAN RENEWAL AUTHORITY, a public body corporate.



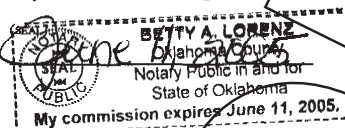
Beverly Hancock  
NOTARY PUBLIC

STATE OF OKLAHOMA           )  
  ) ss.  
COUNTY OF OKLAHOMA       )

The foregoing instrument was acknowledged before me this 25 day of September, 2002, by MARK D. ELGIN, as Manager of STONEGATE MANAGEMENT COMPANY, LLC, an Oklahoma limited liability Company, as Member and Manager of BRICKTOWN ENTERTAINMENT, L.L.C.

Betty A. Lorenz  
NOTARY PUBLIC, NO: 01007873

My Commission expires:



SPECIAL WARRANTY DEED

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STATE OF OKLAHOMA       )  
  ) ss.  
COUNTY OF OKLAHOMA    )

The foregoing instrument was acknowledged before me this 25 day of September, 2002,  
by RANDOLPH HOGAN, as Manager of HOGAN PROPERTY MANAGEMENT COMPANY,  
L.L.C., an Oklahoma limited liability Company, as Member and Manager of BRICKTOWN  
ENTERTAINMENT, L.L.C.

Beth A. Lorenc  
NOTARY PUBLIC, NO. 01007873

My Commission expires:

<sup>(SEAL)</sup>  
June 11, 2005

SPECIAL WARRANTY DEED

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**LEGAL DESCRIPTION**

**BRICKTOWN ENTERTAINMENT DEVELOPMENT TRACT**

A part of the Northwest Quarter (NW/4) and the Northeast Quarter (NE/4) of Section Three (3), and the Northeast Quarter (NE/4) of Section 4, Township Eleven (11) North, Range Three (3) West of the Indian Meridian, Oklahoma County, Oklahoma and being more particularly described as follows:

COMMENCING at the Northwest Corner of said Northwest Quarter (NW/4);

THENCE North 89°31'09" East a distance of 12.49 feet;

THENCE South 01°21'02" West a distance of 63.03 feet to the POINT OF BEGINNING;

THENCE North 89°31'09" East parallel to and 63.00 feet South of the North line of said Northwest Quarter (NW/4) a distance of 2624.20 feet to a point;

THENCE North 89°25'32" East parallel to and 63.00 feet South of the North line of said Northeast Quarter (NE/4) of Section Three (3) a distance of 545.45 feet;

THENCE South 00°34'55" East a distance of 159.91 feet;

THENCE North 89°24'55" East a distance of 52.46 feet;

THENCE South 39°57'53" West a distance of 503.34 feet to a point on the North line of Interstate Highway 40;

THENCE along the North line of said Interstate Highway 40 for the next 15 courses:

1. THENCE South 89°20'28" West a distance of 944.56 feet;
2. THENCE South 89°37'59" West a distance of 186.10 feet;
3. THENCE South 01°19'18" West a distance of 2.79 feet;
4. THENCE South 89°37'59" West a distance of 408.65 feet;
5. THENCE South 31°33'36" West a distance of 7.37 feet;

**EXHIBIT "A"**  
**SPECIAL WARRANTY DEED**  
Page 2 of 11

6. THENCE North 57°32'57" West a distance of 10.26 feet;
7. THENCE South 33°33'13" West a distance of 18.62 feet;
8. THENCE North 39°56'40" West a distance of 58.18 feet to a point on a curve to the right, said curve having a radius of 386.82 feet, a central angle of 19°40'37", a chord bearing South 79°47'21" West and a chord distance of 132.19 feet;
9. THENCE along the arc of said curve a distance of 132.84 feet;
10. THENCE South 89°40'00" West a distance of 42.06 feet to a point on a curve to the right, said curve having a radius of 684.69 feet, a central angle of 02°55'06", a chord bearing of North 88°52'28" West and a chord distance of 34.87 feet;
11. THENCE along the arc of said curve a distance of 34.87 feet;
12. THENCE North 00°00'00" East a distance of 6.18 feet;
13. THENCE South 89°27'34" West a distance of 711.39 feet;
14. THENCE South 89°27'34" West a distance of 31.26 feet to a point on a curve to the left, said curve having a radius of 696.90 feet, a central angle of 04°39'05", a chord bearing of South 70°39'58" West and a chord distance of 56.56 feet;
15. THENCE along the arc of said curve a distance of 56.58 feet;

THENCE North 01°14'18" East a distance of 72.10 feet;

THENCE North 89°31'09" East a distance of 249.98 feet;

THENCE North 01°14'18" East a distance of 210.01 feet;

THENCE South 89°31'09" West a distance of 309.96 feet;

THENCE South 01°14'18" West a distance of 261.00 feet to a point on the North line of said Interstate Highway 40;

THENCE North 89°11'14" West along the North line of said Interstate Highway 40 a distance of 250.85 feet;

THENCE North 01°21'02" East a distance of 525.34 feet to the POINT OF BEGINNING.

**EXHIBIT "A"**  
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**LESS AND EXCEPT (OKLAHOMA CITY NORTH CANAL DEVELOPMENT TRACT):**

A tract of land being a part of the Northwest Quarter (NW/4) of Section Three (3), Township Eleven (11) North, Range Three (3) West of the Indian Meridian, Oklahoma County, Oklahoma and being more particularly described as follows:

COMMENCING at the Northwest corner of said Northwest Quarter (NW/4);

THENCE North 89°31'09" East, along the North line of said Northwest Quarter (NW/4), a distance of 12.49 feet;

THENCE South 01°21'02" West, a distance of 63.03 feet;

THENCE North 89°31'09" East, parallel to and 63.00 feet South of said North line, a distance of 771.05 feet to the POINT OF BEGINNING;

THENCE continuing North 89°31'09" East, a distance of 96.92 feet;

THENCE South 00°28'51" East, a distance of 46.32 feet;

THENCE on a non tangent curve to the Left, having a radius of 88.69 feet, a central angle of 195°37'47", a chord bearing of South 53°08'17" East, a chord distance of 175.73 feet, and arc length of 302.82 feet;

THENCE North 00°28'51" West, a distance of 19.41 feet;

THENCE North 89°31'09" East, a distance of 225.73 feet;

THENCE South 00°28'51" East, a distance of 10.49 feet;

THENCE North 89°31'09" East, a distance of 10.00 feet;

THENCE South 00°28'51" East, a distance of 26.05 feet;

THENCE South 72°43'29" East, a distance of 106.53 feet;

THENCE along a curve to the Left, having a radius of 106.00 feet, a central angle of 35°30'44", a chord bearing of North 89°31'09" East, a chord distance of 64.65 feet, and arc length of 65.70 feet;

THENCE North 71°45'47" East, a distance of 35.00 feet;

**EXHIBIT "A"**  
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THENCE North 63°49'48" East, a distance of 47.08 feet;

THENCE along a curve to the Right, having a radius of 82.00 feet, a central angle of 94°02'49", a chord bearing of South 69°08'48" East, a chord distance of 119.99 feet, and arc length of 134.60 feet;

THENCE South 22°07'23" East, a distance of 31.50 feet;

THENCE along a curve to the Left, having a radius of 39.00 feet, a central angle of 28°18'37", a chord bearing of South 36°16'41" East, a chord distance of 19.07 feet, and arc length of 19.27 feet;

THENCE on a compound curve to the Left, having a radius of 83.00 feet, a central angle of 40°02'52", a chord bearing of South 70°27'25" East, a chord distance of 56.84 feet, and arc length of 58.01 feet;

THENCE North 89°31'09" East, a distance of 43.34 feet;

THENCE North 00°28'51" West, a distance of 127.82 feet;

THENCE North 89°31'09" East, a distance of 40.60 feet;

THENCE South 00°28'51" East, a distance of 138.10 feet;

THENCE North 89°31'09" East, a distance of 39.92 feet;

THENCE on a non tangent curve to the Left, having a radius of 501.67 feet, a central angle of 13°24'34", a chord bearing of South 09°51'57" West, a chord distance of 117.14 feet, and arc length of 117.41 feet;

THENCE North 35°28'51" West, a distance of 67.50 feet;

THENCE South 89°31'09" West, a distance of 95.00 feet;

THENCE North 00°28'51" West, a distance of 32.26 feet;

THENCE on a non tangent curve to the Right, having a radius of 125.00 feet, a central angle of 45°08'02", a chord bearing of North 53°19'03" West, a chord distance of 95.94 feet, and arc length of 98.47 feet;

THENCE South 89°31'09" West, a distance of 152.99 feet;

THENCE South 00°28'51" East, a distance of 20.00 feet;



**EXHIBIT "A"**  
**SPECIAL WARRANTY DEED**  
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THENCE South 89°31'09" West, a distance of 124.35 feet;

THENCE North 00°28'51" West, a distance of 20.00 feet;

THENCE South 89°31'09" West, a distance of 78.00 feet;

THENCE North 00°28'51" West, a distance of 45.00 feet;

THENCE South 89°31'09" West, a distance of 144.83 feet;

THENCE South 49°31'09" West, a distance of 45.65 feet;

THENCE South 89°31'09" West, a distance of 19.66 feet;

THENCE on a non tangent curve to the Left, having a radius of 168.50 feet, a central angle of 57°48'41", a chord bearing of South 89°21'58" West, a chord distance of 162.90 feet, and arc length of 170.02 feet;

THENCE South 89°31'09" West, a distance of 17.39 feet;

THENCE on a non tangent curve to the Right, having a radius of 112.55 feet, a central angle of 10°54'01", a chord bearing of South 46°51'46" West, a chord distance of 21.38 feet, and arc length of 21.41 feet;

THENCE South 89°31'09" West, a distance of 50.73 feet;

THENCE South 00°28'51" East, a distance of 5.06 feet;

THENCE South 89°31'09" West, a distance of 119.73 feet;

THENCE South 00°28'51" East, a distance of 17.85 feet;

THENCE South 89°31'09" West, a distance of 92.56 feet to a point on an East line of the Permanent Easement in favor of the City of Oklahoma City recorded at Book 7496, Page 13;

THENCE along the Easterly line of said Permanent Easement for the following three (3) courses:

1. North 01°14'18" East, a distance of 11.65 feet;
2. South 89°31'09" West, a distance of 52.80 feet;
3. North 01°14'18" East, a distance of 62.22 feet;

**EXHIBIT "A"**  
**SPECIAL WARRANTY DEED**  
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THENCE North 89°31'09" East, a distance of 156.56 feet;

THENCE South 00°28'51" East, a distance of 23.83 feet;

THENCE North 89°31'09" East, a distance of 89.00 feet;

THENCE on a non tangent curve to the Left, having a radius of 62.55 feet, a central angle of 53°02'23", a chord bearing of North 62°59'20" East, a chord distance of 55.86 feet, and arc length of 57.90 feet;

THENCE North 36°28'08" East, a distance of 8.75 feet;

THENCE North 33°07'16" West, a distance of 56.71 feet;

THENCE North 00°28'51" West, a distance of 151.80 feet to the POINT OF BEGINNING.

**LESS & EXCEPT (OKLAHOMA CITY BILLBOARD TRACK):**

The existing, and any replacement, Billboard structure and support(s) together with an area which is ten (10) feet in diameter surrounding the base structure, together with the rights of ingress and egress and connection of all necessary utilities as retained by The City of Oklahoma City in Special Warranty Deed recorded at Book 7240, Page 1411. Said ten (10) foot diameter tract of land being described as follows:

A tract of land being a part of the Northwest Quarter (NW/4) of Section Three (3), Township Eleven (11) North, Range Three (3) West of the Indian Meridian, Oklahoma County, Oklahoma and being more particularly described as follows:

COMMENCING at the Northwest Corner of said Northwest Quarter (NW/4);

THENCE North 89°31'09" East a distance of 12.49 feet;

THENCE South 01°21'02" West a distance of 551.26 feet;

THENCE South 89°11'14" East a distance of 132 feet to the center point of the base structure of said Billboard. Said point being the center point of a ten (10) foot diameter tract surrounding the base structure of said Billboard.

Provided, however, that Grantee, or any of its successors, assigns or lessees shall have the right to construct, within the above described property, such parking facilities which are consistent with Grantor's aforesaid use of the premises.

**EXHIBIT "A"**  
**SPECIAL WARRANTY DEED**  
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**LESS AND EXCEPT (BASS PRO DEVELOPMENT TRACT):**

A tract of land being a part of the Northwest Quarter (NW/4) and the Northeast Quarter (NE/4) of Section Three (3), Township Eleven (11) North, Range Three (3) West of the Indian Meridian, Oklahoma County, Oklahoma and being more particularly described as follows:

COMMENCING at the Northwest Corner of said Northeast Quarter (NE/4);

THENCE South 00°15'48" East, a distance of 63.00 feet to the POINT OF BEGINNING;

THENCE North 89°25'32" East, parallel to and 63.00 feet South of the North line of said Northeast Quarter (NE/4), a distance of 545.45 feet;

THENCE South 00°34'55" East, a distance of 159.91 feet;

THENCE North 89°24'55" East, a distance of 52.46 feet;

THENCE South 39°57'53" West, a distance of 503.34 feet to a point on the North line of Interstate Highway 40;

THENCE South 89°20'28" West, along the North line of said Interstate Highway 40, a distance of 604.93 feet;

THENCE North 00°28'51" West, perpendicular to the North line of said Northwest Quarter (NW/4), a distance of 82.48 feet;

THENCE along a curve to the Left, having a radius of 112.00 feet, a central angle of 43°47'48", a chord bearing of North 22°22'45" West, a chord distance of 83.54 feet, and arc length of 85.61 feet;

THENCE North 44°16'39" West, a distance of 115.86 feet;

THENCE along a curve to the Right, having a radius of 112.00 feet, a central angle of 43°47'48", a chord bearing of North 22°22'45" West, a chord distance of 83.54 feet, and arc length of 85.61 feet;

THENCE North 00°28'51" West, a distance of 222.73 feet to a point being 63.00 feet South of the North line of said Northwest Quarter (NW/4);

THENCE North 89°31'09" East, parallel to and 63.00 feet South of the North line of said Northwest Quarter (NW/4), a distance of 475.76 feet to the POINT OF BEGINNING.

**EXHIBIT "A"**  
**SPECIAL WARRANTY DEED**  
Page 8 of 11

**LESS AND EXCEPT (THEATER DEVELOPMENT TRACT):**

A tract of land being a part of the Northwest Quarter of Section 3, ~~Township 11 North, Range 3 West of the Indian Meridian, Oklahoma County, Oklahoma~~ and being more particularly described as follows:

Commencing at the Northwest corner of said Northwest Quarter;

Thence N 89°31'09" E a distance of 12.49 feet;

Thence S 01°21'02" W a distance of 63.03 feet;

Thence N 89°31'09" E a distance of 761.42 feet;

Thence S 00°28'51" E a distance of 154.98 feet;

Thence N 89°31'09" E a distance of 2.32 feet;

Thence S 00°28'51" E a distance of 103.61 feet to the Point of Beginning;

Thence N 89°31'09" E, a distance of 105.62 feet;

Thence along a curve to the Right having a radius of 146.00 feet, arc length of 147.46 feet, delta angle of 57°52'12", a chord bearing of S 86°05'42" E, and a chord length of 141.27 feet;

Thence N 89°31'09" E, a distance of 108.97 feet;

Thence S 00°28'51" E, a distance of 6.36 feet;

Thence N 89°31'09" E, a distance of 95.21 feet;

Thence S 00°28'51" E, a distance of 194.55 feet;

Thence N 89°31'09" E, a distance of 37.00 feet;

Thence S 00°28'51" E, a distance of 60.56 feet to a point on the North Right-of-Way line of Interstate 40;

Thence Westerly along the North Right-of-Way line of Interstate 40 for the next 5 courses:



**EXHIBIT "A"**  
**SPECIAL WARRANTY DEED**  
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1. along a curve to the Right having a radius of 386.82 feet, arc length of 85.21 feet, delta angle of  $12^{\circ}37'15''$ , a chord bearing of  $S\ 83^{\circ}19'01''\ W$ , and a chord length of 85.03 feet;
2. South  $89^{\circ}40'00''\ W$ , a distance of 42.00 feet;
3. along a curve Left having a radius of 684.69 feet, arc length of 34.87 feet, delta angle of  $2^{\circ}55'06''$ , a chord bearing of  $N\ 88^{\circ}52'28''\ W$ , and a chord length of 34.87 feet;
4. North  $00^{\circ}00'00''\ E$ , a distance of 6.18 feet;
5. South  $89^{\circ}27'34''\ W$ , a distance of 492.41 feet;

Thence  $N\ 00^{\circ}28'51''\ W$ , a distance of 62.99 feet;

Thence  $N\ 89^{\circ}31'09''\ E$ , a distance of 46.96 feet;

Thence  $N\ 00^{\circ}28'51''\ W$ , a distance of 206.66 feet;

Thence  $N\ 89^{\circ}31'09''\ E$ , a distance of 119.73 feet;

Thence  $N\ 00^{\circ}28'51''\ W$ , a distance of 5.06 feet to the Point of Beginning.

Said tract of land contains 3.67 acres, or 160,059 square feet more or less.

**LESS AND EXCEPT (SONIC DEVELOPMENT/CANAL PROPERTIES, L.L.C. TRACT):**

A tract of land being a part of the Northwest Quarter (NW/4) of Section Three (3), Township Eleven (11) North, Range Three (3) West of the Indian Meridian in Oklahoma County, Oklahoma, and being more particularly described as follows:

COMMENCING at the Northwest Corner of said Northwest Quarter (NW/4);

THENCE North  $89^{\circ}31'09''\ E$  along the North line of said Northwest Quarter (NW/4) a distance of 1243.90 feet;

THENCE South  $00^{\circ}28'51''\ E$  a distance of 63.00 feet to the POINT OF BEGINNING;

THENCE North  $89^{\circ}31'09''\ E$ , parallel to and 63.00 feet South of the North line of said Northwest Quarter (NW/4), a distance of 598.00 feet;

**EXHIBIT "A"**  
**SPECIAL WARRANTY DEED**  
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THENCE South 00°28'51" East, perpendicular to said North line, a distance of 269.75 feet;

THENCE South 89°31'09" West, a distance of 74.85 feet;

THENCE North 00°28'51" West, a distance of 118.25 feet;

THENCE South 89°31'09" West, a distance of 40.00 feet;

THENCE South 00°28'51" East, a distance of 30.50 feet;

THENCE South 89°31'09" West, a distance of 110.15 feet;

THENCE North 00°28'51" West, a distance of 16.00 feet;

THENCE along a curve to the Left, having a radius of 2.00 feet, a central angle of 90°00'00", a chord bearing of North 45°28'51" West, a chord distance of 2.83 feet, and arc length of 3.14 feet;

THENCE South 89°31'09" West, a distance of 14.00 feet;

THENCE along a curve to the Right, having a radius of 16.00 feet, a central angle of 90°00'00", a chord bearing of North 45°28'51" West, a chord distance of 22.63 feet, and arc length of 25.13 feet;

THENCE North 00°28'51" West, a distance of 2.00 feet;

THENCE South 89°31'09" West, a distance of 103.00 feet;

THENCE along a curve to the Left, having a radius of 18.00 feet, a central angle of 80°52'50", a chord bearing of South 49°04'44" West, a chord distance of 23.35 feet, and arc length of 25.41 feet;

THENCE on a reverse curve to the Right, having a radius of 15.00 feet, a central angle of 126°02'26", a chord bearing of South 71°39'32" West, a chord distance of 26.74 feet, and arc length of 33.00 feet;

THENCE on a reverse curve to the Left, having a radius of 20.00 feet, a central angle of 105°09'37", a chord bearing of South 82°05'57" West, a chord distance of 31.77 feet, and arc length of 36.71 feet;

THENCE on a non tangent curve to the Left, having a radius of 76.84 feet, a central angle of 60°00'00", a chord bearing of South 89°36'42" West, a chord distance of 76.84 feet, and arc length of 80.47 feet;

**EXHIBIT "A"**  
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THENCE North 30°28'51" West, a distance of 14.42 feet;

THENCE along a curve to the Left, having a radius of 18.00 feet, a central angle of 104°59'44", a chord bearing of North 82°58'43" West, a chord distance of 28.56 feet, and arc length of 32.99 feet;

THENCE on a reverse curve to the Right, having a radius of 15.00 feet, a central angle of 105°00'00", a chord bearing of North 82°58'51" West, a chord distance of 23.80 feet, and arc length of 27.49 feet;

THENCE on a reverse curve to the Left, having a radius of 20.00 feet, a central angle of 60°00'00", a chord bearing of North 60°28'51" West, a chord distance of 20.00 feet, and arc length of 20.94 feet;

THENCE South 89°31'09" West, a distance of 10.00 feet;

THENCE North 00°28'51" West, a distance of 144.00 feet to the POINT OF BEGINNING.

**EXHIBIT "B"**  
**SPECIAL WARRANTY DEED**  
Page 1 of 3

**PHASE I DEVELOPMENT TRACT**

A tract of land being a part of the Northwest Quarter (NW/4) of Section Three (3), Township Eleven (11) North, Range Three (3) West of the Indian Meridian, Oklahoma County, Oklahoma and being more particularly described as follows:

COMMENCING at the Northwest Corner of said Northwest Quarter (NW/4);

THENCE North 89°31'09" East a distance of 12.49 feet;

THENCE South 01°21'02" West a distance of 63.03 feet to the POINT OF BEGINNING;

THENCE North 89°31'09" East, parallel to and 63.00 feet South of the North line of said Northwest Quarter (NW/4), a distance of 1,833.63 feet;

THENCE South 00°29'02" East, a distance of 544.68 feet to a point on the North line of Interstate Highway 40;

THENCE along the North line of said Interstate Highway 40 for the next 14 courses:

1. South 89°37'59" West, a distance of 68.45 feet;
2. South 01°19'18" West a distance of 2.79 feet;
3. South 89°37'59" West a distance of 408.65 feet;
4. South 31°33'36" West a distance of 7.37 feet;
5. North 57°32'57" West a distance of 10.26 feet;
6. South 33°33'13" West a distance of 18.62 feet;
7. North 39°56'40" West a distance of 58.18 feet to a point on a curve to the right, said curve having a radius of 386.82 feet, a central angle of 19°40'37", a chord bearing South 79°47'21" West and a chord distance of 132.19 feet;
8. along the arc of said curve a distance of 132.84 feet;
9. South 89°40'00" West a distance of 42.00 feet to a point on a curve to the right, said curve having a radius of 684.69 feet, a central angle of 02°55'06", a chord bearing of North 88°52'28" West and a chord distance of 34.87 feet;

**EXHIBIT "B"**  
**SPECIAL WARRANTY DEED**  
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10. along the arc of said curve a distance of 34.87 feet;
11. North 00°00'00" East a distance of 6.18 feet;
12. South 89°27'34" West a distance of 711.39 feet;
13. South 89°27'34" West a distance of 31.20 feet to a point on a curve to the left, said curve having a radius of 696.90 feet, a central angle of 04°39'05", a chord bearing of South 70°39'58" West and a chord distance of 56.56 feet;
14. along the arc of said curve a distance of 56.58 feet;

THENCE North 01°14'18" East, a distance of 72.10 feet;

THENCE North 89°31'09" East, a distance of 249.98 feet;

THENCE North 01°14'18" East, a distance of 210.01 feet;

THENCE South 89°31'09" West, a distance of 309.96 feet;

THENCE South 01°14'18" West, a distance of 261.00 feet to a point on the North line of said Interstate Highway 40;

THENCE North 89°11'14" West, along the North line of said Interstate Highway 40, a distance of 250.85 feet;

THENCE North 01°21'02" East, a distance of 525.34 feet to the POINT OF BEGINNING.



**EXHIBIT "B"**  
**SPECIAL WARRANTY DEED**  
Page 3 of 3

**PHASE I A DEVELOPMENT TRACT**

A tract of land being a part of the Northwest Quarter (NW/4) of Section Three (3), Township Eleven (11) North, Range Three (3) West of the Indian Meridian, Oklahoma County, Oklahoma and being more particularly described as follows:

COMMENCING at the Northeast Corner of said Northwest Quarter (NW/4);

THENCE South  $00^{\circ}15'48''$  East, a distance of 63.00 feet;

THENCE South  $89^{\circ}31'09''$  West, parallel to and 63.00 feet South of the North line of said Northwest Quarter (NW/4), a distance of 475.76 feet to the POINT OF BEGINNING;

THENCE South  $00^{\circ}28'51''$  East, a distance of 222.73 feet;

THENCE along a curve to the left, having a radius of 112.00 feet, a central angle of  $38^{\circ}27'30''$ , a chord bearing of South  $19^{\circ}42'36''$  East, a chord distance of 73.77 feet, and arc length of 75.18 feet;

THENCE South  $00^{\circ}28'40''$  East, a distance of 32.58 feet;

THENCE North  $89^{\circ}31'20''$  East, a distance of 30.57 feet;

THENCE South  $44^{\circ}16'39''$  East, a distance of 81.60 feet;

THENCE along a curve to the right, having a radius of 112.00 feet, a central angle of  $43^{\circ}47'48''$ , a chord bearing of South  $22^{\circ}22'45''$  East, a chord distance of 83.54 feet, and arc length of 85.61 feet;

THENCE South  $00^{\circ}28'51''$  East, a distance of 82.48 feet to a point on the North line of Interstate Highway 40;

THENCE South  $89^{\circ}20'28''$  West, along the North line of said Interstate Highway 40, a distance of 339.63 feet;

THENCE South  $89^{\circ}37'59''$  West, continuing along said North line of said Interstate Highway 40, a distance of 117.65 feet;

THENCE North  $00^{\circ}29'02''$  West, a distance of 544.68 feet to a point being 63.00 feet South of the North line of said Northwest Quarter (NW/4);

THENCE North  $89^{\circ}31'09''$  East, parallel to and 63.00 feet South of the North line of said Northwest Quarter (NW/4), a distance of 314.81 feet to the POINT OF BEGINNING.

## LEGAL DESCRIPTION

Dream Hotel: Bricktown  
Zoning Parcel

May 11, 2021

A tract of land being a part of the Northwest Quarter (NW/4) of Section Three (3), Township Eleven (11) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, and being a part of that parcel of land described in the Special Warranty Deed recorded in Book 8580, Page 1111 (Parent Deed), said tract being more particularly described as follows:

COMMENCING at the Northwest (NW) Corner of said NW/4;

THENCE North 89°31'09" East, along and with the North line of said NW/4, a distance of 12.49 feet;

THENCE South 01°21'02" West, departing said North line, a distance of 63.03 feet to the NW corner of said Parent Deed, said point lying on the South Right-of-Way (R/W) line of Reno Avenue;

THENCE, along and with the North line of said Parent Deed and the South R/W line of Reno Avenue, the following two calls:

1. North 89°31'09" East, a distance of 21.99 feet to the POINT OF BEGINNING;
2. continuing North 89°31'09" East, a distance of 425.07 feet to a point on the West R/W line of Oklahoma Avenue according to the Permanent Easement recorded in Book 7496, Page 13;

THENCE South 01°14'18" West, along and with said West R/W line, a distance of 269.98 feet to a point on a boundary line of said Parent Deed;

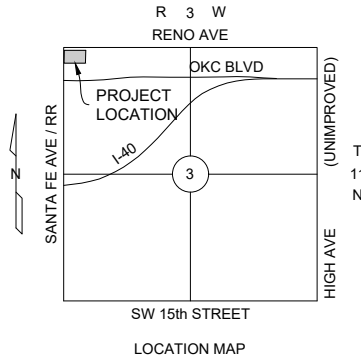
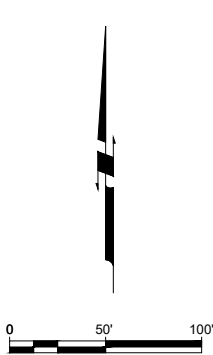
THENCE, along and with the boundary line of said Parent Deed, the following three calls:

1. South 89°31'09" West, a distance of 197.14 feet;
2. South 01°14'18" West, a distance of 261.00 feet
3. North 89°11'14" West, a distance of 216.49 feet to a point on the East statutory R/W line of the West line of said NW/4;

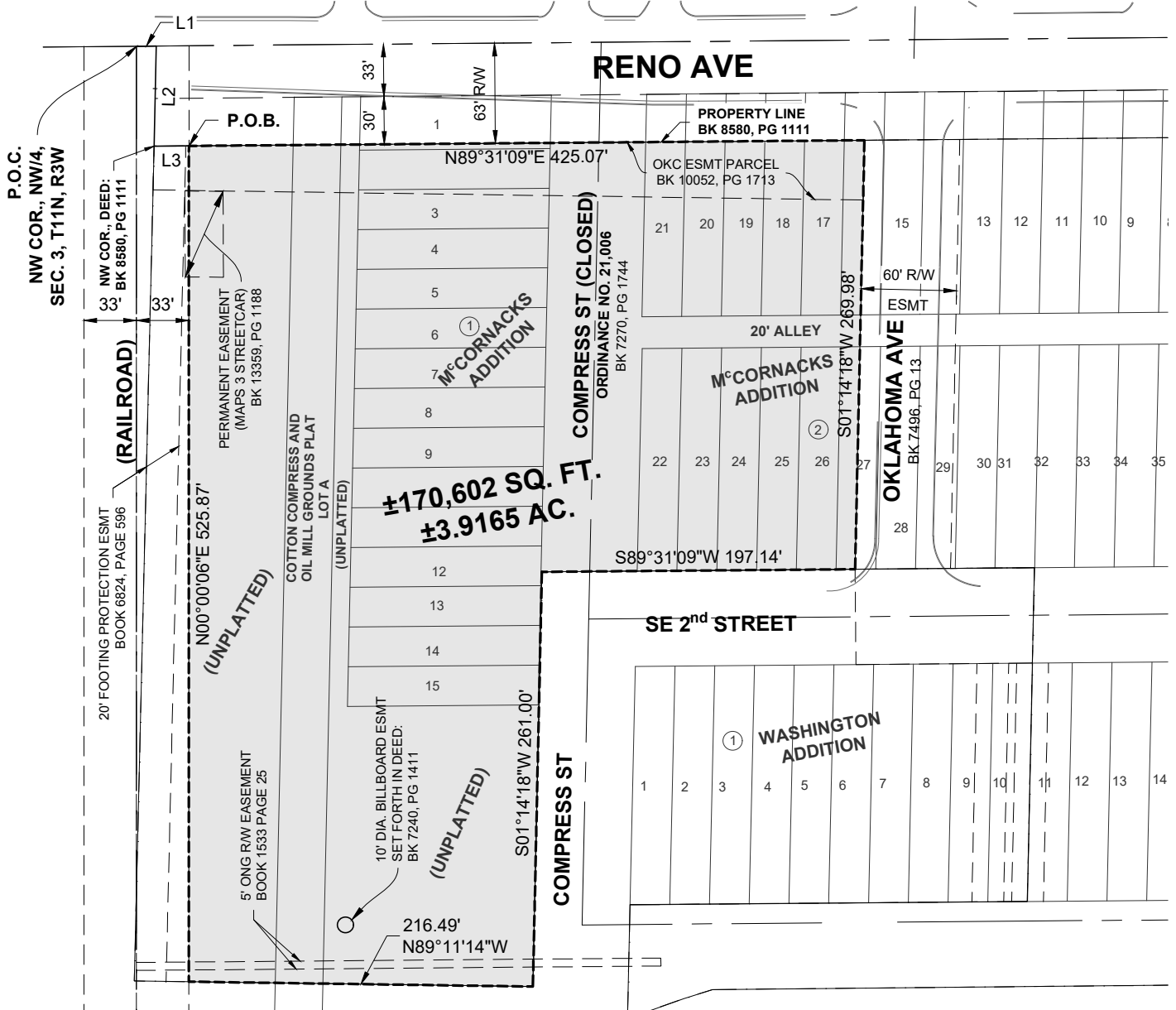
THENCE North 00°00'06" East, along and with said R/W line, a distance of 525.87 feet to the POINT OF BEGINNING.

Containing 170,602 square feet or 3.9165 acres, more or less.

Basis of Bearing: The North line of the Northwest Quarter (NW/4) of Section Three (3), Township Eleven (11) North, Range Three (3) West having an assumed bearing of North 89°31'09" East



Line Table		
Line #	Direction	Length
L1	N89°31'09"E	12.49'
L2	S01°21'02"W	63.03'
L3	N89°31'09"E	21.99'



ACAD FILE: S:\Civil 3D proj\1800050\1800.050 - Zoning Legal.dwg, 5/11/2021 12:45 PM, Nate Haikin  
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Proj. No.: 1800.050  
Date: 5-11-21  
Scale: 1"=100'

## DREAM HOTEL: RENO ON COMPRESS

BRICKTOWN ENTERTAINMENT DISTRICT  
OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA

### ZONING PARCEL



**Johnson & Associates**  
1 E. Sheridan Ave., Suite 200  
Oklahoma City, OK 73104  
(405) 235-8075 FAX (405) 235-8078 www.jaokc.com  
Certificate of Authorization #1484 Exp. Date: 06-30-2021  
• ENGINEERS • SURVEYORS • PLANNERS •

February 27, 2024

City of Oklahoma City  
Development Services Department  
420 W. Main Street, 9th Floor  
Oklahoma City, OK 73102

Attention: Mrs. Sarah Welch

**RE: The Boardwalk at Bricktown, 4 E Reno Avenue: SPUD Application**

Dear Mrs. Welch:


On behalf of our client, Bricktown Entertainment, LLC, we are submitting a request for a SPUD application for the Bricktown at Boardwalk project located at 4 E Reno Ave. in Oklahoma City. The subject site is currently zoned SPUD-1326. The property is currently developed as a surface parking lot. This application seeks to rezone the property, totaling 3.9165 acres, to permit the proposed mixed-use development. This luxury project will include commercial and retail uses, restaurants, a hotel and residences. This development will provide an important transition between Oklahoma City Blvd., Reno Ave. and Bricktown to the central business district. The impact will enhance the pedestrian experience while adding much desired residential product and energy to west Bricktown.

Please find attached the following submittal documents for the above referenced project:

- SPUD Rezoning Application
- Letter of Authorization
- Legal Description
- 300-foot Radius Ownership List
- Warranty Deed
- Master Design Statement
- Master Development Plan Package
- Filing Fee of \$1,800.00

Please review the following information for its completeness and place this application on the Planning Commission docket for **April 11, 2024**. Should you have any questions or comments, please feel free to contact this office.

Respectfully submitted,



Timothy W. Johnson, P.E.  
**JOHNSON & ASSOCIATES**

TWJ/rw  
Attachment(s)  
cc: Mark W. Zitzow, AICP, Johnson & Associates  
[1800 050/ PUD]

**Bricktown Entertainment, L.L.C.**  
**9211 Lake Hefner Pkwy, Suite 110**  
**Oklahoma City, OK 73120**  
**PH: (405) 607-8400**

May 13, 2021

City of Oklahoma City  
Development Services Department  
420 W. Main Street, 9<sup>th</sup> Floor  
Oklahoma City, OK 73102

Attn: Mr. JJ Chambless

**RE: Letter of Authorization for Submittal to the City**

Dear JJ:

As owner/representative of the subject property, I hereby authorize Johnson & Associates to act as agents on our behalf in the submittal and processing of this Simplified Planned Unit Development application and all subsequent applications to the City of Oklahoma City. If you have any questions or comments, please feel free to contact me at the number listed above.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Dan Randolph Hogan", followed by a long horizontal flourish line.

Dan Randolph Hogan, Manager  
Bricktown Entertainment, L.L.C.

cc: Mark W. Zitzow, AICP, Johnson & Associates  
File: 1800 050/PUD



**CERTIFICATE OF BONDED ABTRACTOR**  
**(300 FEET RADIUS REPORT)**

STATE OF OKLAHOMA                                 )  
  ) §:  
COUNTY OF OKLAHOMA                                 )

The undersigned bonded abstractor in and for Oklahoma County, State of Oklahoma, does hereby certify that the following Ownership is true and correct according to the current year's tax rolls in the office of the County Treasurer of Oklahoma County, Oklahoma, as updated by the records of the County Clerk of Oklahoma County, Oklahoma; that the owners, as reflected by said records, are based on the last conveyance or final decree of record of certain properties located within 300 feet in all directions of the following described land:

A tract of land being a part of the Northwest Quarter (NW/4) of Section Three (3), Township Eleven (11) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, and being a part of that parcel of land described in the Special Warranty Deed recorded in Book 8580, Page 1111 (Parent Deed), said tract being more particularly described as follows:

COMMENCING at the Northwest (NW) Corner of said NW/4;

THENCE North 89°31'09" East, along and with the North line of said NW/4, a distance of 12.49 feet;

THENCE South 01°21'02" West, departing said North line, a distance of 63.03 feet to the NW corner of said Parent Deed, said point lying on the South Right-of-Way (R/W) line of Reno Avenue;

THENCE, along and with the North line of said Parent Deed and the South R/W line of Reno Avenue, the following two calls:

1. North 89°31'09" East, a distance of 21.99 feet to the POINT OF BEGINNING;
2. continuing North 89°31'09" East, a distance of 425.07 feet to a point on the West R/W line of Oklahoma Avenue according to the Permanent Easement recorded in Book 7496, Page 13;

THENCE South 01°14'18" West, along and with said West R/W line, a distance of 269.98 feet to a point on a boundary line of said Parent Deed;

THENCE, along and with the boundary line of said Parent Deed, the following three calls:

1. South 89°31'09" West, a distance of 197.14 feet;
2. South 01°14'18" West, a distance of 261.00 feet
3. North 89°11'14" West, a distance of 216.49 feet to a point on the East statutory R/W line of the West line of said NW/4;

THENCE North 00°00'06" East, along and with said R/W line, a distance of 525.87 feet to the POINT OF BEGINNING.

and find the following owners, addresses and brief legal descriptions on the attached pages numbered from (1) to (3 ), both inclusive.

*NOTICE TO CUSTOMERS: This report is released with the understanding that the information is strictly confidential. This report contains information from public land records only and is not to be construed as an*

*abstract of title, opinion of title, title commitment, title insurance policy, or environmental research report. As used herein, the term "public land records" means those land records which under the recording laws of the applicable state, impart constructive notice to the third parties with respect to recorded, unreleased or record instruments memorializing legal interests in real estate. The company suggests that you contact your attorney for matters of a legal nature or legal opinion. We have exercised due care and diligence in preparing this report, however, the Abstractor does not guarantee validity of the title and acceptance of this report by the Company or person(s) for whom this report is made, constitutes agreement and confirmation of the limitation of this report.*

Dated: February 16, 2024 at 7:30 AM

**First American Title Insurance Company**

A handwritten signature in black ink that reads "Rochelle Duke". The signature is written in a cursive, flowing style.

By:

Shelly Duke

Abstractor License No. 4792

OAB Certificate of Authority # 0049

File No. 2632286-OK99

MAP NO.	ACCOUNT NO.	NAME	MAILING ADDRESS	CITY	STATE	ZIP CODE	SUBNAME	BLOCK	LOT	LEGAL	LOCATION
1612	R131748521	BRICKTOWN ENTERTAINMENT LLC C/O HPC INVESTMENTS LLC	9211 LAKE HEFNER PARKWAY STE 110	OKLAHOMA CITY	OK	73120	UNPLTD PT SEC 03 11N 3W	000	000	PT NW4 SEC 3 & NE4 SEC 4 11N 3W BEG 12.49FT E & 63.03FT S OF NW/C NW4 SEC 3 11N 3W TH E771.05FT S151.8FT SW56.71FT SWLY ON A RIGHT CURVE 62.55FT W89FT N23.83FT W156.55FT S62.22FT W309.96FT S5261FT W250.85FT N525.34FT TO BEG & BEG 63.03FT S & 890.46FT E OF NW/C NW4 TH S46.32FT SWLY ON A LEFT CURVE 302.82FT N19.41FT E225.73FT N144FT APPROX W365FT TO BEG & BEG 793.76FT W OF NE/C NE4 SEC 11N 3W TH S269.75FT W74.85FT S 20FT E39.92FT SWLY117.46FT NW87.05FT W95FT N32.26FT NWLY ON A RIGHT CURVE 98.47FT N45FT W144.83FT SW49.65FT NWLY ON A RIGHT CURVE 170.02FT SW21.42FT E105.02FT NELY ON A RIGHT CURVE 147.46FT E108.97FT S6.36FT E95.21FT S194.55FT E37FT S60.56FT NELY50FT SE58.18FT NE18.62FT SE10.26FT SE7.37FT E594.75FT N82.48FT NWLY ON A LEFT CURVE 85.61FT NWLY115.86FT NWLY ON A LEFT CURVE 85.61FT N222.73FT TO BEG & BEG 322.49FT E & APPROX 6154FT S OF NW/C NW4 SEC 4 11N 3W N72.1FT E249.98FT N198.36FT E92.56FT S206.86FT W46.96FT S62.99FT W251.2FT SW56.58FT TO BEG ALL SUBJ TO ESMTS OF RECORD EX BEG 63FT S & 475.76FT W OF NE/C NW4 TH S222.73FT SE ON CURVE 85.61FT SE45FT SW49.97FT NW5.22FT W129.31FT NW158FT W75FT SW2.45FT N283.02FT E317.01FT TO BEG CONT 2.45ACRS MORE OR LESS & EX BEG 1550.75FT E & 322.33FT S OF NW/C NW4 TH S102.50FT W171.43FT N82.50FT E43.43FT N20FT E128FT TO BEG CONT .38ACRS MORE OR LESS & EX BEG 1243.09FT E & 63FT S OF NW/C NW4 TH S133.51FT W225.73FT NW2.85FT LEFT ON CURVE NE3.02FT RIGHT ON CURVE NELY31.12FT LEFT ON CURVE NW60.72FT NE42.28FT E6.27FT LEFT ON CURVE NE21.52FT NE13.13FT E204.19FT TO BEG CONT .71ARS MORE OR LESS & EX BEG 1220.41FT E & 277.33FT S OF NW/C NW4 TH S73.69FT W83.91FT N12.26FT W38.33FT N32.09FT W57.55FT NE45.65FT E144.83FT TO BEG CONT .22ACRS MORE OR LESS & EX A TR BEG 12.49FT E & 63.03FT S & 764.42FT E & 2.32FT E & 103.61FT S & 33.37FT E & 10.09FT N & 28.92FT E OF NW/C NW4 TH E73.43FT LEFT ON CURVE SW32.38FT W54.29FT LEFT ON CURVE NE15.36FT TO BEG & EX BEG 12.49FT E & 63.03FT S & 764.42FT E & 154.98FT S & 2.32FT E & 103.61FT S & 33.37FT & EX BEG 12.49FT E & 63.03FT S & 507.10FT E OF NW/C NW4 TH E263.97FT S151.80FT SE56.71FT SW8.75FT RIGHT ON CURVE SW57.90FT W89FT NW23.83FT W156.56FT N207.76FT TO BEG & EX 2.24ACRS MORE OR LESS DEEDED TO CITY OF OKLAHOMA CITY NORTH CANAL DEVELOPMENT TR IN BK-8580 PG-1136 (SUBJECT PROPERTY CONTAINED WITHIN)	0 UNKNOWN
1612	R028820850	LUMBERYARD DEVELOPMENT LLC	3048 N GRAND BLVD	OKLAHOMA CITY	OK	73107-1818	COTTON COMPRESS AMD	000	000	COTTON COMPRESS AMD 000 000 PT LOT B & D BEING PT NW4 SEC 3 11N 3W BEG 824.10FT S & 114.95FT E TO INTERS OF S LINE NOBLE AVE & ELY LINE OF COMPRESS ST OF NW/C NW4 TH E ALONG S LINE OF NOBE AVE 926.72FT TO NE/C OF LOT D TH S111.73FT LEFT ON CURVE SW141.70FT RIGHT ON CURVWE SW286.47FT W86.66FT LEFT ON CURVE SW350.53FT SW102.99FT W63.60FT N301.32FT NE117.26FT TO BEG CONT 5.61ACRS MORE OR LESS	101 SE 4TH ST OKLAHOMA CITY
1612	R208721000	CENTENNIAL ON THE CANAL LLC C/O HPC INVESTMENTS LLC	9211 LAKE HEFNER PARKWAY STE 110	OKLAHOMA CITY	OK	73120	THE CENTENNIAL	000	000	THE CENTENNIAL 000 000 RETAIL UNIT	200 S OKLAHOMA AVE, Unit 110 OKLAHOMA CITY
1612	R131742410	BRICKTOWN ENTERTAINMENT LLC C/O HPC INVESTMENTS LLC	9211 LAKE HEFNER PARKWAY STE 110	OKLAHOMA CITY	OK	73120	UNPLTD PT SEC 03 11N 3W	000	000	UNPLTD PT SEC 03 11N 3W 000 000 PT NW4 SEC 3 11N 3W BEG 12.49FT E & 63.03FT S & 761.42FT E & 154.98FT S & 2.32FT E & 103.61FT S 33.37FT E OF NW/C NW4 TH N10.09FT E171.50FT NE24.18FT SE6.17FT NE2.54FT E92.08FT S32.09FT E38.33FT S12.26FT E37FT S37.48FT E5.67FT S165.08FT W171.67FT S20FT W86FT N20FT W225.42FT N202.56FT E73.17FT N12.69FT E38.33FT N16.74FT TO BEG	150 E RENO AVE OKLAHOMA CITY
1612	R131742400	BRICKTOWN ENTERTAINMENT LLC C/O HPC INVESTMENTS LLC	9211 LAKE HEFNER PARKWAY STE 110	OKLAHOMA CITY	OK	73120	UNPLTD PT SEC 03 11N 3W	000	000	UNPLTD PT SEC 03 11N 3W 000 000 PT NW4 SEC 3 11N 3W BEG 12.49FT E & 63.03FT S & 761.42FT E & 154.98FT S & 2.32FT E & 103.61FT S OF NW/C NW4 TH S5.06FT W119.73FT S206.66FT W46.96FT S62.99FT E492.41FT S6.18FT LEFT ON CURVE 34.87FT E42.00FT LEFT ON CURVE NE85.21FT N60.56FT W37FT N194.55FT W APPROX 86FT S12.26FT E37FT S37.48FT E5.67FT S165.08FT W171.67FT S20FT W86FT N20FT W225.42FT N202.56FT E73.17FT N12.69FT E38.33FT N16.74FT W33.37FT TO BEG APPROX 1.15ACRS	UNKNOWN

1612	R131748501	OKLAHOMA CITY URBAN RENEWAL AUTHORITY	105 N HUDSON AVE STE 101	OKLAHOMA CITY	OK	73102-4801	UNPLTD PT SEC 03 11N 3W	000	000	UNPLTD PT SEC 03 11N 3W 000 000 PT NW4 SEC 3 11N 3W BEG NW/C NW4 TH E12.49FT S551.26FT & E132FT TO CENTER POINT OF BASE STRUCTURE OF BILLBOARD SAID POINT BEING THE CENTER POINT OF A TEN FT DIAMETER TRACT SURROUNDING THE BASE OF THE STRUCTURE	0 UNKNOWN
1612	R028401500	TWENTY THREE SAC SELF STORAGE CORP ATTN JOAN KRAWCHECK C/O U HAUL INTERNATIONAL INC	207 E CLARENDON AVE	PHOENIX	AZ	85012	WASHINGTON ADDITION	001	000	WASHINGTON ADDITION 001 000 LOTS 1 THRU 10	100 SE 2ND AVE OKLAHOMA CITY
1613	R017200090	JDHQ HOTELS LLC C/O ATRIUM HOSPITALITY	12735 MORRIS RD EXT STE 400	ALPHARETTA	GA	30004	SOUTH OKLA CITY ADD	000	000	SOUTH OKLA CITY ADD 000 000 PT SOUTH OKLA CITY ADD BEG 255.61FT N OF SW/C LOT 13 BLK 10 SOUTH OKLA CITY ADD TH N261.92FT E247.78FT SELY ON A CURVE TO THE LEFT 233.43FT SE30.05FT W276.33FT TO BEG	2 W RENO AVE OKLAHOMA CITY
1613	R017200085	JDHQ HOTELS LLC C/O ATRIUM HOSPITALITY	12735 MORRIS RD EXT STE 400	ALPHARETTA	GA	30004	SOUTH OKLA CITY ADD	000	000	SOUTH OKLA CITY ADD 000 000 PT SOUTH OKLA CITY ADD BEG 52.11FT N & 11.25FT E OF SW/C LOT 13 BLK 10 TH N26.53FT NW22.71FT N54.45FT E8.3FT N109.75FT E276.33FT SE85.68FT SELY ON A CURVE TO THE RIGHT 121.01FT W301.2FT TO BEG	301 S E K GAYLORD BLVD OKLAHOMA CITY
1613	R017200080	CITY OF OKLAHOMA CITY OFFICE OF CITY CLERK MUNICIPAL BLDG	208 MUNICIPAL BLDG	OKLAHOMA CITY	OK	73102	SOUTH OKLA CITY ADD	001	000	SOUTH OKLA CITY ADD 001 000 PBEG NW/C BLK 2 SOUTH OKLA CITY ADD TH E559.44FT S371.68FT W8.3FT S54.45FT SE22.71FT S26.53FT E301.2FT S63.17FT W577.29FT N10FT NWLY ON A CURVE TO THE RIGHT 195.04FT NW9.76FT NW33.76FT N40FT W112.96FT N337.08FT TO BEG	100 W RENO AVE OKLAHOMA CITY
2730	R133563000	CITY OF OKLAHOMA CITY	200 N WALKER AVE 2ND FLR	OKLAHOMA CITY	OK	73102-2232	UNPLTD PT SEC 33 12N 3W	000	000	UNPLTD PT SEC 33 12N 3W 000 000 PT SEC 33 12N 3W BEG 215.56FT W OF SW/C BLK 42 MILITARY ADDITION TH W69.58FT NW13.97FT NELY323.33FT W2.50FT NELY35FT E2.50FT NELY148.52FT TH ON CURVE TO RIGHT 69.23FT NELY109.85FT NE8.11FT E49.80FT SWLY615.57FT WLY4.33FT SELY8.20FT SWLY8.48FT SELY74.51FT TO BEG & BEG 215.56FT W & 74.51FT NWLY & 8.48FT NELY & 8.20FT NWLY & 4.33FT SELY FROM SW/C BLK 42 MILITARY ADDN TH NELY162.46FT ELY30.76FT SWLY162.46FT WLY30.26FT TO BEG	146 S E K GAYLORD BLVD OKLAHOMA CITY
2735	R020029225	USA PROPERTY MANAGEMENT LLC	101 S MICKEY MANTLE DR	OKLAHOMA CITY	OK	73104-2480	MILITARY ADDITION	041	000	MILITARY ADDITION 041 000 LOT 24 & S135FT OF LOT 25 & S130FT OF LOT 26 & ALL OF LOTS 27 THRU 30	119 E RENO AVE OKLAHOMA CITY
2735	R020029125	100 KINGMAN LLC	701 NW 5TH ST	OKLAHOMA CITY	OK	73102	MILITARY ADDITION	041	000	MILITARY ADDITION 041 000 LOTS 13 THRU 15 PLUS S50FT OF CALIFORNIA ST NOW VAC ADJ SD LOTS ON N PLUS LOTS 16 THRU 21	100 E CALIFORNIA AVE, Unit B-100 OKLAHOMA CITY
2735	R020029125	100 KINGMAN LLC	701 NW 5TH ST	OKLAHOMA CITY	OK	73102	MILITARY ADDITION	041	000	MILITARY ADDITION 041 000 LOTS 13 THRU 15 PLUS S50FT OF CALIFORNIA ST NOW VAC ADJ SD LOTS ON N PLUS LOTS 16 THRU 21	100 E CALIFORNIA AVE, Unit B-100 OKLAHOMA CITY
2735	R020029220	ARROYO JAIME CO TR ETAL, RINALDI RICHARD CO TR, ARROYO/RINALDI TRUST & 2424 INVESTMENTS LLC	728 W JACKSON BLVD	CHICAGO	IL	60661	MILITARY ADDITION	041	000	MILITARY ADDITION 041 000 LOTS 22 & 23	115 E RENO AVE, Unit A OKLAHOMA CITY
2735	R020029375	BRICKTOWN PARKING INC	429 E CALIFORNIA AVE	OKLAHOMA CITY	OK	73104-4210	MILITARY ADDITION	042	000	MILITARY ADDITION 042 000 LOTS 1 THRU 7 & E22.25FT OF LOT 8 & S/2 VACATED CALIFORNIA AVE ADJ SD LTS	0 UNKNOWN
2735	R020029575	ROCK ISLAND PLOW LLC	PO BOX 95634	OKLAHOMA CITY	OK	73143-5634	MILITARY ADDITION	042	000	MILITARY ADDITION 042 000 LOTS 23 THRU 28	29 E RENO AVE OKLAHOMA CITY
2735	R020029475	BRICKTOWN CANAL PROPERTIES INC	429 E CALIFORNIA AVE	OKLAHOMA CITY	OK	73104-4210	MILITARY ADDITION	042	000	MILITARY ADDITION 042 000 LOTS 15 THRU 20	1 E RENO AVE OKLAHOMA CITY
2735	R020029425	DHP COMMERCIAL LLC	PO BOX 1557	OKLAHOMA CITY	OK	73101-1557	MILITARY ADDITION	042	000	MILITARY ADDITION 042 000 W2.75FT OF LOT 8 & LOTS 9 THRU 11 & E/2 OF LOT 12 & S/2 OF VACATED CALIFORNIA AVE ADJ SD LTS	12 E CALIFORNIA AVE OKLAHOMA CITY
2735	R020029450	DHP COMMERCIAL LLC	PO BOX 1557	OKLAHOMA CITY	OK	73101-1557	MILITARY ADDITION	042	000	MILITARY ADDITION 042 000 W/2 OF LOT 12 & LOTS 13 & 14 & S/2 OF VACATED CALIFORNIA AVE ADJ SD LTS	2 E CALIFORNIA AVE OKLAHOMA CITY
2735	R020029525	BRICKTOWN CANAL PROPERTIES INC	429 E CALIFORNIA AVE	OKLAHOMA CITY	OK	73104-4210	MILITARY ADDITION	042	000	MILITARY ADDITION 042 000 LOTS 21 & 22	0 UNKNOWN

2735	R133583050	CITY OF OKLAHOMA CITY	200 N WALKER AVE 2ND FLR	OKLAHOMA CITY	OK	73102-2232	UNPLTD PT SEC 34 12N 3W	000	000	UNPLTD PT SEC 34 12N 3W 000 000 PT SW4 SEC 34 12N 3W & PT SE4 SEC 33 12N 3W BEG 15FT W OF SW/C BLK 42 MILITARY ADDN TH SWLY83.02FT W79.85FT NELY83.04FTNLY748.86FT E79.43FT SWLY749.03FT TO BEG & BEG 215.56FT W OF SW/C BLK 42 TH SELY100.70FT W93.87FT NLY100.03FT E79.58FT TO BEG & BEG 215.56FT W & 100.70FT SELY & 93.87FT W & 100.03FT NELY & 10FT E & 13.97FT NWLY & 323.33FT NELY & 2.5FT W & 35FT NELY & 2.5FT E & 148.52FT NELY TH ON A CURVE TO RIGHT BEARING NELY69.23FT & NELY109.85FT & NE8.11FT TO PT OF BEG THW5FT NELY95.14FT E35.21FT S93.25FT W49.80FT TO BEG	0 UNKNOWN
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THE CITY OF OKLAHOMA CITY  
SIMPLIFIED PLANNED UNIT DEVELOPMENT

SPUD-(\_\_\_\_)

**MASTER DESIGN STATEMENT**

**The Boardwalk at Bricktown**

**4 E Reno Avenue**

**December 18, 2023**

**PREPARED BY:**

Johnson & Associates  
*1 E. Sheridan Ave., Suite 200*  
Oklahoma City, OK 73104  
(405) 235-8075  
*mzitzow@jaokc.com*

# **SPUD-(        ) MASTER DESIGN STATEMENT**

*This document serves as the Master Design Statement and fulfills the ordinance requirements for the Simplified Planned Unit Development (Chapter 59, Section 14150.B of the Oklahoma City Municipal Code, 2020).*

## **I. SPECIAL DEVELOPMENT REGULATIONS:**

The following Special Development Regulations and/or limitations are placed upon the development of the Simplified Planned Unit Development. Planning and zoning regulations will be those, which are in effect at the time of development of this Simplified Planned Unit Development, provided, however, that the density and/or intensity of the SPUD shall not be increased. Development is when a permit is issued for any construction or addition to any structure on a development tract. Certain zoning districts are referred to as a part of the Special Development Regulations of this Simplified Planned Unit Development. For purposes of interpretation of these Special Development Regulations, the operative and controlling language and regulations of such zoning districts shall be the language and regulations applicable to the referenced zoning districts as contained in the City of Oklahoma City's Planning and Zoning Code as such exists at the time of development of this Simplified Planned Unit Development. In the event of conflict between provisions of this SPUD and any of the provisions of the Oklahoma City Municipal Code, as amended ("Code"), in effect at the time a permit is applied for with respect to any lot, block, tract and/or parcel of land subject to this SPUD, the provisions of the Code shall prevail and be controlling; provided however, that in the event of a conflict between the Special Use and Development Regulations specifically negotiated as a part of this SPUD and the provisions of the Code in effect at the time a permit is applied for with respect to any lot, block, tract and/or parcel of land subject to this SPUD, such Special Use and Development Regulations of this SPUD shall prevail and be controlling.

1. This site will be developed in accordance with the regulation of the **C-3, "Community Commercial" District** (OKC Zoning Ordinance, 2020, as amended), except that the following restrictions will apply:

The following use(s) will be the only use(s) permitted on this site:

- Community Garden (8150.6.1)
- Composting (8150.6.2)
- Home Garden (8150.6.4)
- Rainwater Harvesting (8150.7.1)
- Roof Garden (8150.7.2)
- Dwelling Units and Mixed Use (8200.2)
- Live/Work Units (8200.4)
- Multiple-Family Residential (8200.12)

- Senior Independent Living (8200.13)
- Three- and Four-Family Residential (8200.15)
- Artistic Graphics (8250.1)
- Community Recreation: General (8250.2)
- Community Recreation: Property Owners Association (8250.3)
- Community Recreation: Restricted (8250.4)
- Cultural Exhibits (8250.5)
- Library Services and Community Centers (8250.11)
- Murals (8250.16)
- Administrative and Professional Offices (8300.1)
- Animal Sales and Services: Grooming (8300.8)
- Animal Sales and Services: Kennels and Veterinary, Restricted (8300.11)
- Automotive: Parking Garages (8300.12)
- Automotive: Parking Lots, as a Principal Use (8300.13)
- Building Maintenance Services (8300.23)
- Business Support Services (8300.24)
- Child Care Centers (8300.25)
- Communications Services: Limited (8300.29)
- Group Residential (8200.3)
- Convenience Sales and Personal Services (8300.32)
- Eating Establishments: Fast Food (8300.35) (This use unit is further restricted to “fast casual” eateries with no drive thru. “Fast casual” is defined as a restaurant with a central ordering point rather than a waiter/ waitress.” Pickup windows for pedestrians are permitted.
- Eating Establishments: Sitdown (8300.37)
- Eating Establishments: Sitdown, Alcohol Permitted (8300.38)
- Eating Establishments: Sitdown, Limited Alcohol Permitted (8300.39)
- Food and Beverage Retail Sales (8300.41)
- Laundry Services (8300.48)
- Alcoholic Beverage Retail Sales (8300.5)
- Lodging Accommodations: Commercial Lodging (8300.51)
- Medical Services: General (8300.52)
- Medical Services: Restricted (8300.53)
- Participant Recreation and Entertainment: Indoor (8300.55)
- Participant Recreation and Entertainment: Outdoor (8300.56)
- Personal Services: General (8300.58)
- Personal Services: Restricted (8300.59)
- Repair Services: Consumer (8300.61)
- Research Services: Restricted (8300.62)
- Retail Sales and Services: General (8300.63)
- Spectator Sports and Entertainment: General (8300.67)

- Spectator Sports and Entertainment: Restricted (8300.69)
- Custom Manufacturing (8350.3) further restricted to an active artist/creator installation.
- Light Industrial (8350.8) further restricted to a small brewery, micro-brewery or artist in residence.

**2. Maximum Building Height:**

There shall be no maximum building height with the exception that height will be limited to 80 feet within 20 feet of the northern SPUD boundary.

**3. Maximum Building Size:**

The building size shall utilize the C-3, “Community Commercial” District regulations.

**4. Maximum Number of Buildings:**

There is no maximum on the number of buildings within this SPUD.

**5. Building Setback Lines:**

There shall be a maximum setback of 20 feet from E Reno Ave and S Oklahoma Ave/Compress St. Patios and outdoor plazas and seating areas at the street level may count toward the 20-foot maximum. There shall be no other setbacks required within this SPUD except as required by the building or fire code.

**6. Sight-proof Screening:**

Screening shall not be required within this SPUD.

**7. Landscaping:**

The subject site shall meet all requirements of Oklahoma City’s Landscaping Ordinance in place at the time of development.

**8. Signs:**

Project signs that identify more than one proprietor on one sign shall be allowed as a part of this SPUD. A business does not need to be located on the tract in which the signage is proposed such that the business is located within the Bricktown or Lower Bricktown District.

### 8.1 Freestanding Accessory Signs

No pole signs will be allowed.

Free-standing signs: i.e. ground signs or monument signs "Architectural Icons" and shall be limited to five (5) total signs and not exceed eight (8) feet above grade or 100 square feet. The use of three-dimensional signage shall also be allowed within this SPUD.

### 8.2 Attached Signs

Attached signs shall be in the amount and styling of the attached exhibits. There shall be no limit on the amount of attached (static or EMD) signage.

### 8.3 Non-accessory Signs

The existing billboard shall be removed when development occurs for the lower section (residential tower) of this SPUD and shall not be relocated. Attached EMD signage shall be permitted to be used for off-site advertising. However, no signage may be constructed prior to the construction or in conjunction with the construction of the proposed project.

### 8.4 Electronic Message Display Signs

Electronic Message Display signs shall be permitted in this SPUD.

## 9. Access:

**Access from E Reno Ave:** Access shall be taken from E Reno Ave. follows:

Option A) One two-way drive with a maximum width of 24 feet and two one-way drives with a maximum of 20 feet in width each, as indicated on Exhibit B.

—OR—

Option B) Up to two driveways with a maximum width of 24 feet each.

**Access from S Oklahoma Ave/Compress St.:** Access shall be taken from S Oklahoma Ave./Compress St as follows:

Option A) Four one-way drives with a maximum of 20 feet in width each, as indicated on Exhibit B.



—OR—

Option B) Up to two driveways with a maximum width of 24 feet each.

No vehicular access shall be permitted on to Oklahoma City Boulevard.

All one-way driveways shall be limited to a maximum of 20' wide openings at the street and must maintain sidewalk grade at pedestrian crossing to minimize the impact and prioritize the pedestrian. The sidewalk and driveways shall be either of different material or treatment to differentiate the two.

**10. Sidewalks:**

There are existing sidewalks along E Reno Ave, S Oklahoma Ave., and SE 2<sup>nd</sup> St. If any of the said sidewalks are damaged or removed during construction the developer shall be required to make the necessary repairs and/or replace if necessary. If the existing 10-foot-wide sidewalks along E Reno Ave are damaged or removed the developer shall maintain the 10-foot width when replacing or repairing.

Sidewalks shall be provided along Compress St/S Oklahoma Avenue where not already existing.

**II. OTHER DEVELOPMENT REGULATIONS:**

**1. Architecture:**

All structures constructed within this SPUD shall comply with the following architectural standards:

The intent of this section is for the buildings to be constructed conventionally and have architecturally finished exteriors. Most base materials that shall be utilized are envisioned to be tilt-up panels or architectural concrete panels clad on steel frames and will be textured in a precise finishing treatment that utilizes architectural reveals in order to refine the wall design. A creative use of distinctive roofscape shapes, such as the possibility of towers at store entries, will enhance the sense of a city scape that has evolved over time. The entry elements would also receive selective treatment of articulated ornamental relief that will enhance a sense of variety. Notwithstanding the above, individual materials could potentially be dictated by retailers' building prototypes and could include various materials such as brick, stone, rock, wood, and others including stucco, metal, and glass as approved materials. However, there shall be no buildings permitted to be constructed completely out of metal or EFIS.

The building frontages along Reno Avenue shall be designed such that indentions or openings in the facade eliminate the "blank wall" appearance from the mentioned frontages. It will be a requirement of the architectural design to provide, utilizing materials previously mentioned, such as glass, concrete, brick, etc., items to create a visual change in elevation from the vehicular or pedestrian passerby.

All parking garages shall be designed to screen views of parked vehicles at every level of the parking garage from all street level views. Such screening for parking garages shall be provided through the use of visually appealing architectural materials or through architectural methods. This shall not apply to garage frontages that abut the railroad unless the garage extends above the railroad track existing elevation.

All building parapets shall be required to protect and visually screen all rooftop mechanical equipment to a vertical distance of three hundred (300) feet.

Back of house operations and blank walls shall not face streets at ground level.

**2. Open Space:**

N/A

**3. Street Improvements:**

N/A

**4. Site Lighting:**

All site lighting utilized within this SPUD shall be directed away from any adjacent properties. To accomplish this, lights shall utilize shields, shades or other appropriate methods of directing light beams. The site lighting in this SPUD shall be in accordance with Chapter 59, Article XII, Section 59-12350 of the Oklahoma City Municipal Code, 2020, as amended.

**5. Dumpsters:**

Dumpsters and other commercial waste collection receptacles shall be sight-proof screened from view on all sides of the dumpsters or receptacles. A building, fence, wall, vegetation, or other form of screening shall be provided to satisfy this requirement.

**6. Parking:**

Given the proximity to downtown, existing transit, and passenger rail, minimum off-street parking shall not be required. The design of all parking facilities in this SPUD shall be in accordance with Section 59, Article X of the Oklahoma City Municipal Code, 2020, as amended. If developed as proposed, all parking shall be provided within structured parking garages. Phasing the project is permitted and the existing parking lot use shall exist until the project is completed.

**7. Maintenance:**

N/A

**8. Drainage:**

Development of this parcel will comply with Chapter 16 of the Oklahoma City Municipal Code, 2020, as amended.

**9. Platting:**

Platting shall be per the City of Oklahoma City subdivision Regulations.

**10. Other:**

**10.1 Site Plan Review:**

The building and site design shall be reviewed for SPUD conformance by the Planning Director at the building permit stage.

**III. SUPPORTING DOCUMENTS**

Exhibit A: Legal Description  
Exhibit B: Boundary Exhibit  
Exhibit C: Master Development Plan Package

## **EXHIBIT A**

### **LEGAL DESCRIPTION**

#### **Bricktown Hotel**

Zoning Parcel

May 11, 2021

A tract of land being a part of the Northwest Quarter (NW/4) of Section Three (3), Township Eleven (11) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, and being a part of that parcel of land described in the Special Warranty Deed recorded in Book 8580, Page 1111 (Parent Deed), said tract being more particularly described as follows:

COMMENCING at the Northwest (NW) Corner of said NW/4;

THENCE North 89°31'09" East, along and with the North line of said NW/4, a distance of 12.49 feet;

THENCE South 01°21'02" West, departing said North line, a distance of 63.03 feet to the NW corner of said Parent Deed, said point lying on the South Right-of-Way (R/W) line of Reno Avenue;

THENCE, along and with the North line of said Parent Deed and the South R/W line of Reno Avenue, the following two calls:

1. North 89°31'09" East, a distance of 21.99 feet to the POINT OF BEGINNING;
2. continuing North 89°31'09" East, a distance of 425.07 feet to a point on the West R/W line of Oklahoma Avenue according to the Permanent Easement recorded in Book 7496, Page 13;

THENCE South 01°14'18" West, along and with said West R/W line, a distance of 269.98 feet to a point on a boundary line of said Parent Deed;

THENCE, along and with the boundary line of said Parent Deed, the following three calls:

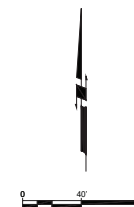
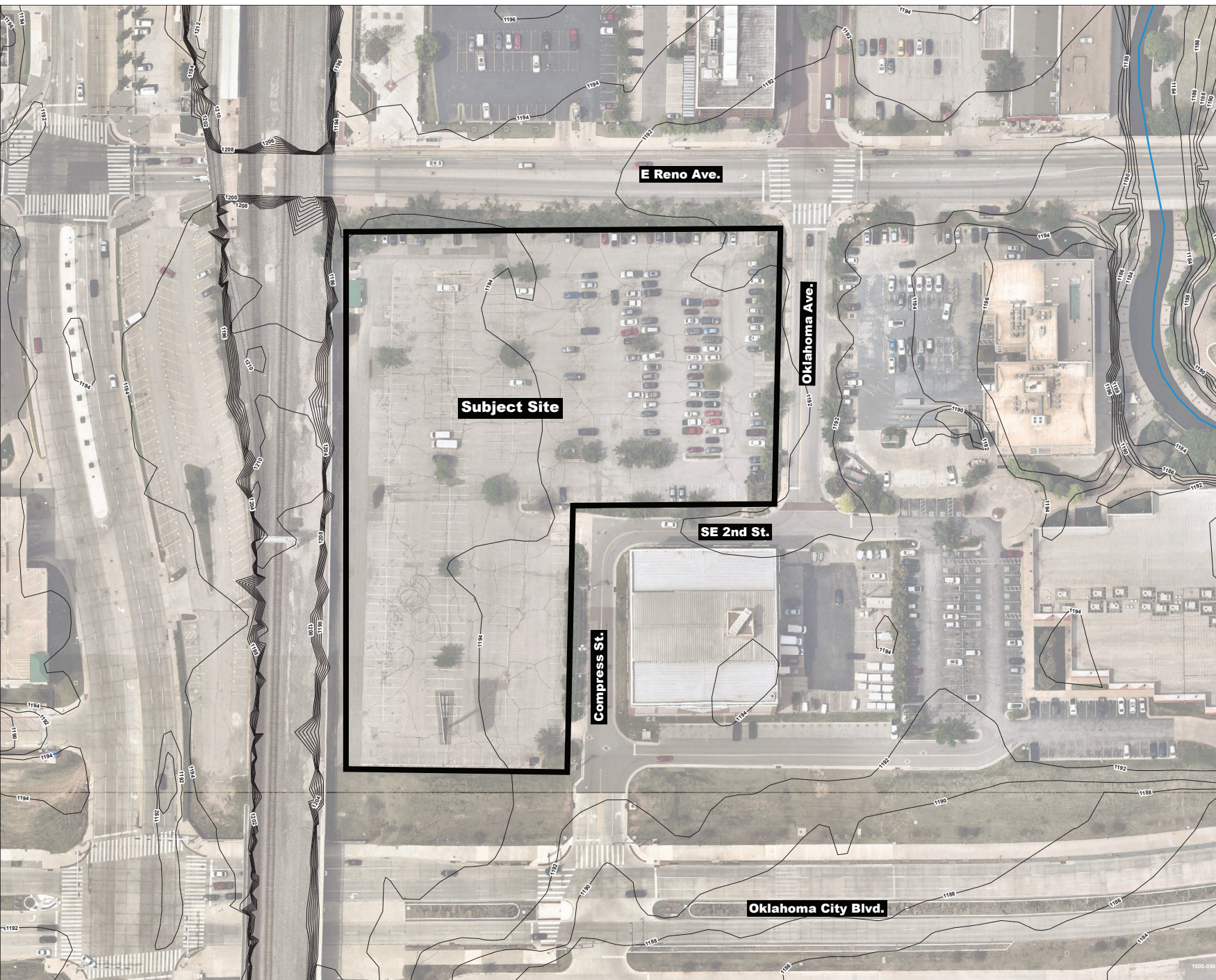
1. South 89°31'09" West, a distance of 197.14 feet;
2. South 01°14'18" West, a distance of 261.00 feet
3. North 89°11'14" West, a distance of 216.49 feet to a point on the East statutory R/W line of the West line of said NW/4;

THENCE North 00°00'06" East, along and with said R/W line, a distance of 525.87 feet to the POINT OF BEGINNING.

Containing 170,602 square feet or 3.9165 acres, more or less.

Basis of Bearing: The North line of the Northwest Quarter (NW/4) of Section Three (3), Township Eleven (11) North, Range Three (3) West having an assumed bearing of North 89°31'09" East





**SPUD-\_\_\_\_\_**  
**The Boardwalk  
at Bricktown**

Exhibit B  
Boundary Exhibit

+/- 3.9165 acres



Johnson & Associates  
1 E. Sheridan Ave., Suite 200  
Oklahoma City, OK 73104  
(405) 232-8875 FAX (405) 232-8875

ENGINEERS SURVEYORS PLANNERS  
12/18/23



SPUD-\_\_\_\_\_  
The Boardwalk at Bricktown  
Exhibit C  
Master Development Plan Package

# THE BOARDWALK AT BRICKTOWN

OKLAHOMA CITY

FEBRUARY 22, 2024

CITY SUBMITTAL PACKAGE



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**OKC BOARDWALK**  
The Boardwalk at Bricktown LLC  
Master Developer

**THE BOARDWALK AT BRICKTOWN**  
OKLAHOMA CITY, OK

CONCEPT PACKAGE  
RENDERING

**AO** Architecture.  
Design.  
Relationships.  
© 2024 ARCHITECTS ORANGE, LLP DBA AO.

Scale:  
Job No.:  
Date:

**02**

2023-0461  
2024-02-22































OVERALL DATA SUMMARY

LOT SIZE:	3.92 ACRES
TOTAL BUILDING AREA:	3,943,461 SF (TOWER ROOFTOP OPEN SPACES INCLUDED)
TOTAL PARKING AREA:	1,025,186 SF
LAGOON:	17,000 SF
PODIUM ROOFTOP / OPEN SPACE:	60,879 SF ( 17,197 SF LUXURY APT., 31,591 SF RESIDENTIAL, 12,091 SF DREAM HOTEL)

HOTEL & SERVICED RESIDENTIAL CONDOMINIUMS (DREAM TOWER)

FLOORS:	22 LEVELS ABOVE PODIUM
UNITS:	480 HOTEL KEYS, 85 SERVICED RESIDENTIAL CONDOMINIUMS
TOTAL BUILDING AREA:	470,651 SF (PARKING AREA EXCLUDED)
(TOWER ROOFTOP OPEN SPACE INCLUDED)	

RESIDENTIAL (TWIN TOWERS: RUBY TOWER & EMERALD TOWER)

FLOORS:	23 LEVELS ABOVE PODIUM
UNITS:	576 MARKET RATE UNITS , 140 WORK FORCE UNITS
TOTAL BUILDING AREA:	919,140 SF (PARKING AND RETAIL AREA EXCLUDED)
(TOWER ROOFTOP OPEN SPACE INCLUDED)	

LUXURY RESIDENCE, HYATT HOTEL & RESIDENCES BY HYATT (LEGENDS TOWER)

FLOORS:	126 LEVELS ABOVE PODIUM
UNITS:	904 LUXURY RESIDENCES, 352 HYATT HOTEL KEYS & 99 RESIDENCES BY HYATT
TOTAL BUILDING AREA:	2,349,813 SF (PARKING AREA EXCLUDED)
(TOWER ROOFTOP OPEN SPACE INCLUDED)	

AFFORDABLE HOUSING

FLOORS:	6 LEVELS
UNITS:	48 UNITS
TOTAL BUILDING AREA:	40,631 SF

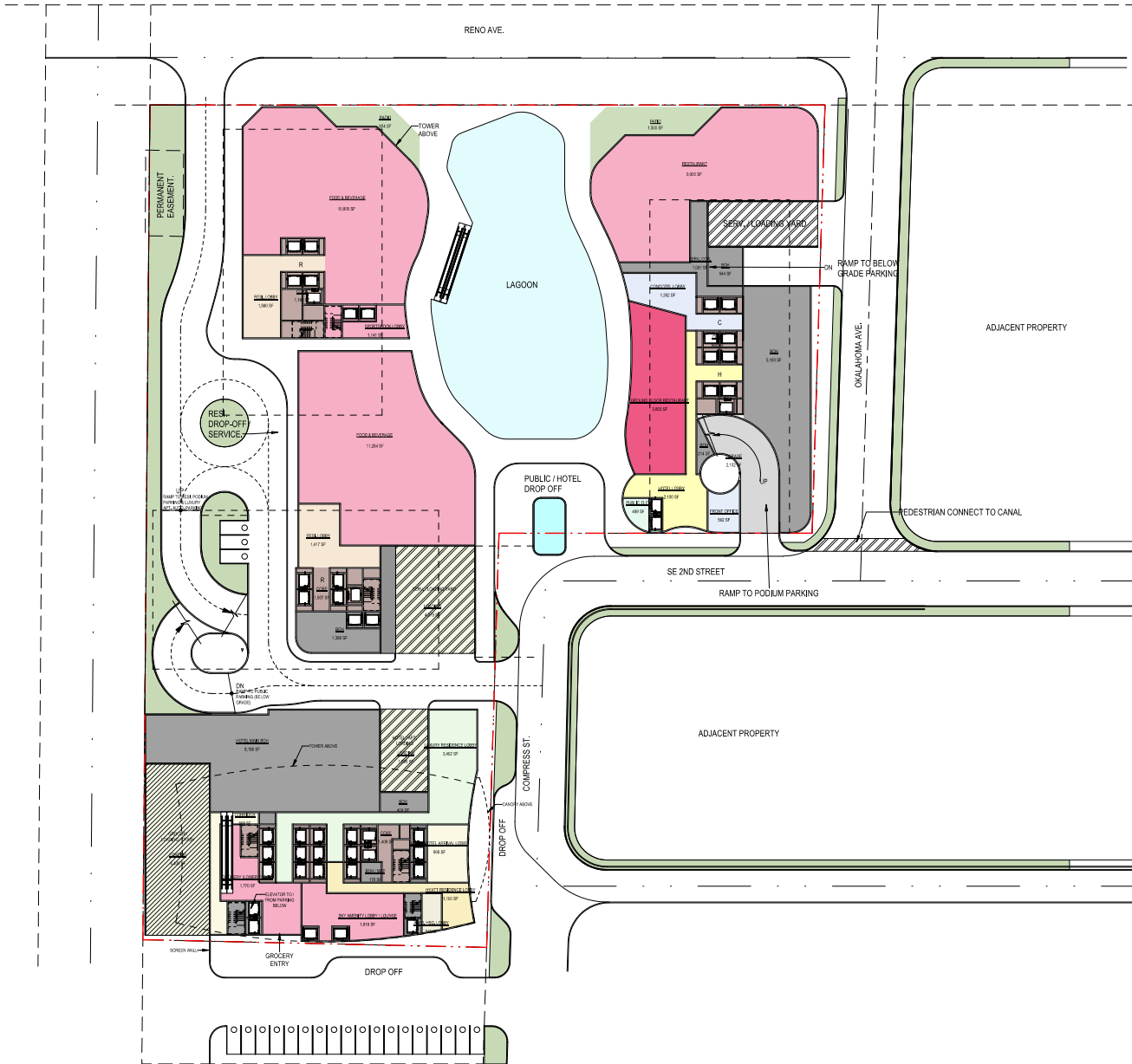
RETAIL & RESTAURANT (RETAIL SPACES UNDER RESI. 1&2 INCLUDED)

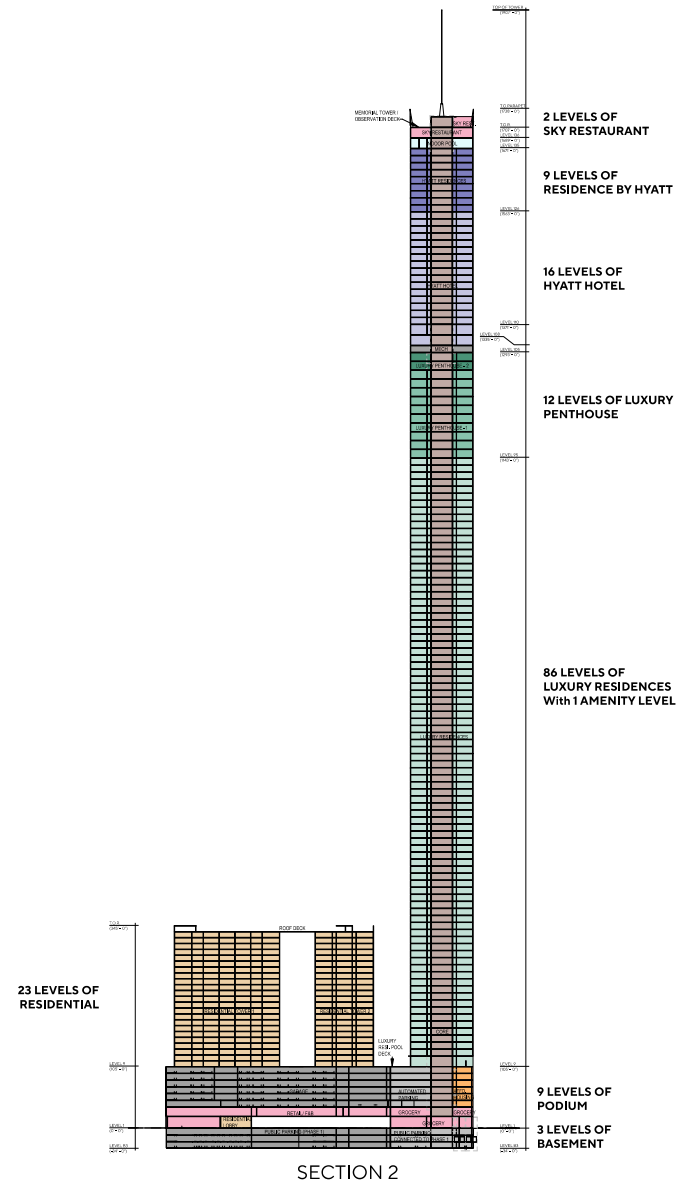
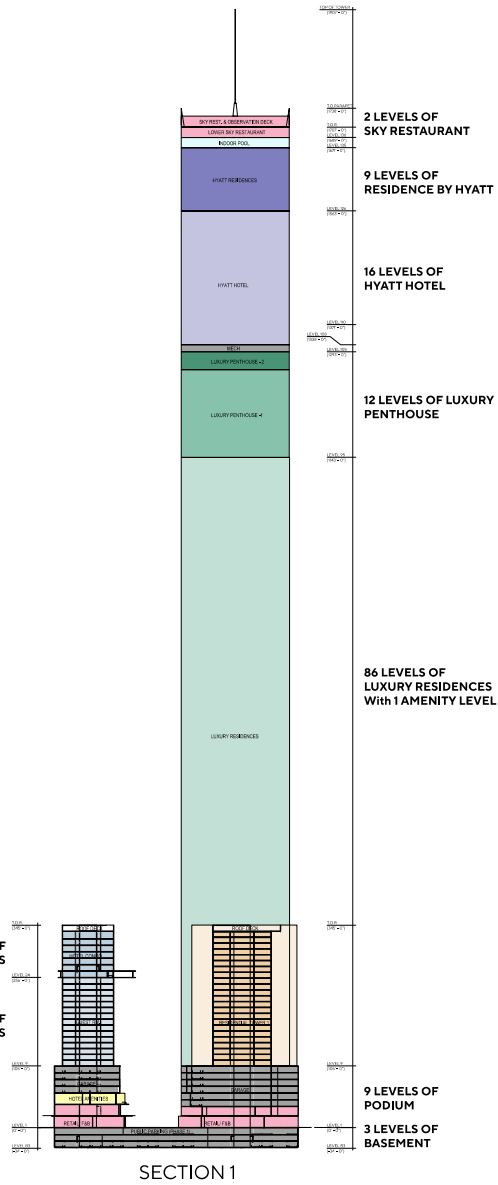
FLOORS:	3 LEVELS PODIUM, 2 TOP LEVELS LEGENDS TOWER & 2 LEVELS BASEMENT
TOTAL BUILDING AREA:	163,226 SF

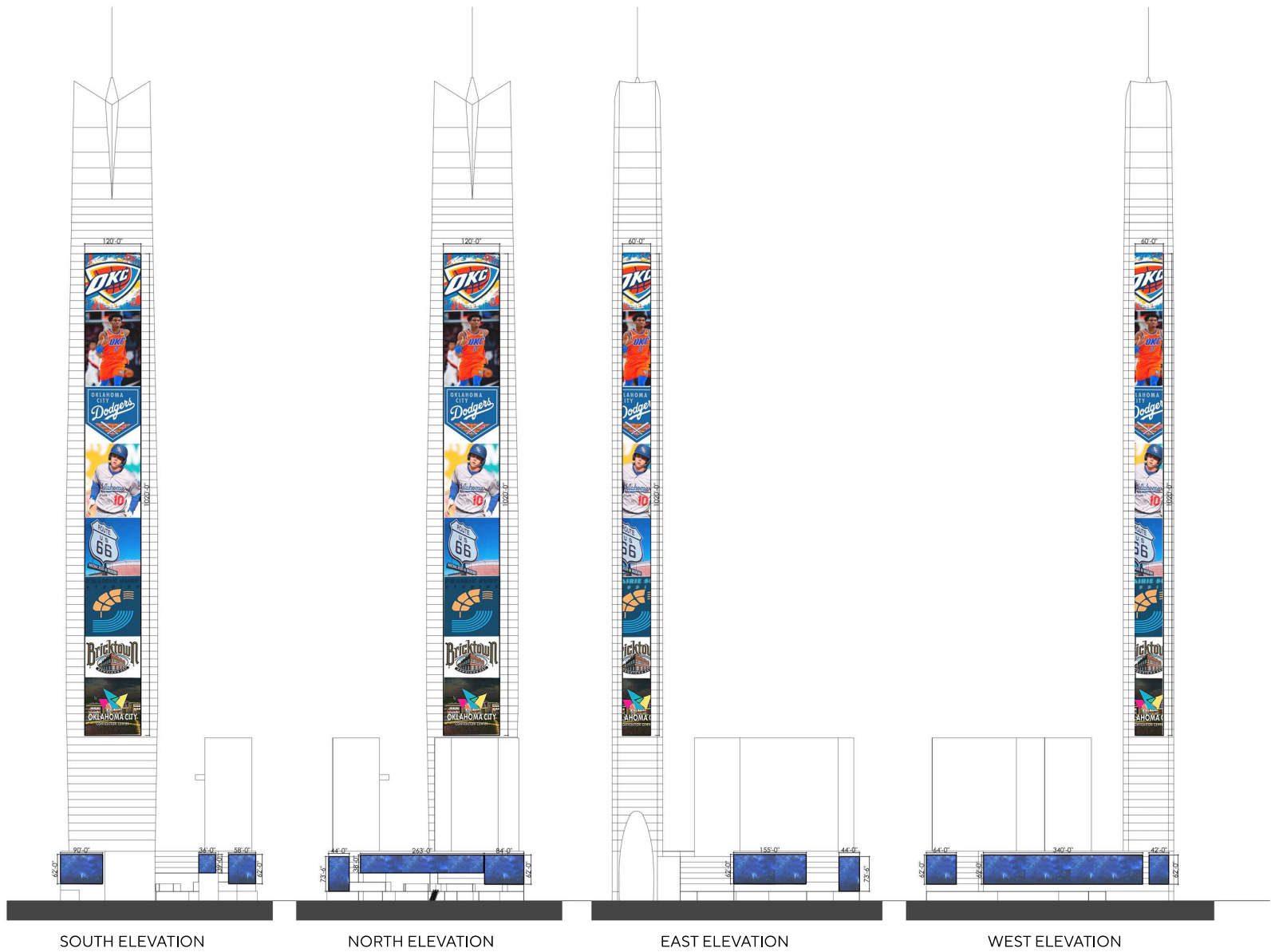
PARKING

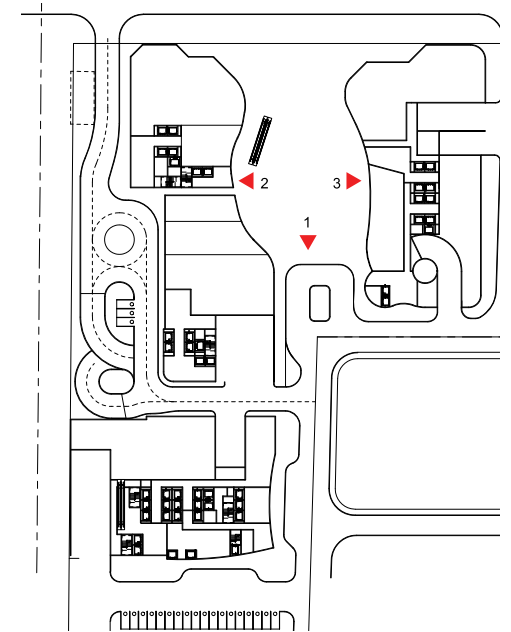
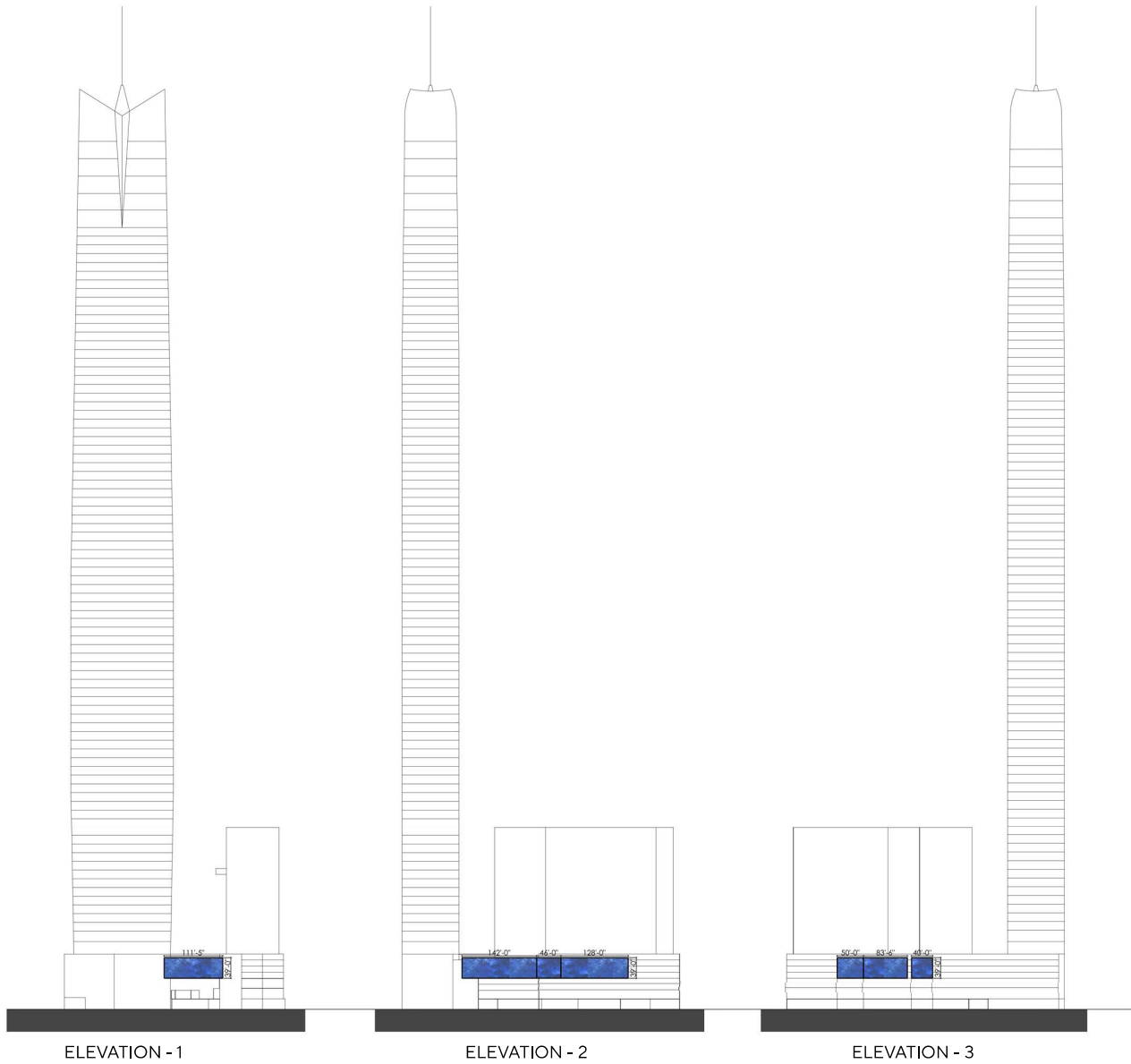
PRIVATE RESIDENTIAL PARKING (PODIUM LEVELS)	
FLOORS & COUNTS:	6 LEVELS, 800 STALLS
TOTAL AREA:	368,018 SF
PUBLIC PARKING / HOTEL VALET PARKING (PODIUM LEVELS)	
FLOORS:	4 LEVELS, 255 STALLS
TOTAL AREA:	148,747 SF
PUBLIC PARKING (SUBTERRANEAN LEVELS)	
FLOORS:	3 LEVELS, 982 STALLS
TOTAL AREA:	404,434 SF
AUTOMATED PARKING (PODIUM LEVELS)	
FLOORS & COUNTS:	6 LEVELS, 630 STALLS (ESTIMATED)
TOTAL AREA:	103,987 SF











KEY PLAN  
N.T.S



#### THE DEVELOPMENT PARTNERS



#### THE DESIGN TEAM



#### THE GENERAL CONTRACTOR



#### CIVIL ENGINEER



#### ENGINEERING & INFRASTRUCTURE



#### THE FINANCE TEAM



#### THE LEGAL TEAM

