



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
N. Pennsylvania Ave. & NW 122nd St.

Project Name

2105

N. Pennsylvania Ave. & NW 122nd St.; R146863105

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

Industrial development.

Summary Purpose Statement / Proposed Development

Staff Use Only:	1520
Case No.: SPUD -	
File Date:	16MAR'23
Ward No.:	7
Nbhd. Assoc.:	---
School District:	OKC
Extg Zoning:	PUD-62A
Overlay:	---

1.9712 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):

Name

Mailing Address

City, State, Zip Code

Phone

Email

Signature of Applicant

David M. Box on behalf of applicant

Williams, Box, Forshee & Bullard, P.C.

Applicant's Name (please print)

522 Colcord Dr.

Applicant's Mailing Address

Oklahoma City, OK 73102

City, State, Zip Code

405-232-0080

Phone

esilberg@wbfbllaw.com

Email

Submit your Application by Email to Subdivisionandzoning@OKC.gov

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

Stewart Abstract & Title
A 701 N. Broadway, Suite 300
Oklahoma City, OK 73102
7020520 - Comm.

SPECIAL WARRANTY DEED

Doc # 2007053315
Sk 10449
Pg 718-720
DATE 04/16/07 12:11:55
Filing Fee \$17.00
Documentary Tax \$750.00
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

KNOW ALL MEN BY THESE PRESENTS:

That, the BOATRIGHT FAMILY, L.L.C. and HEIMAN IRREVOCABLE TRUST hereinafter called "Grantor" (whether one or more), for and in consideration of the sum of TEN and No/100 (\$10.00) cash and other good and valuable consideration in hand paid by, r.e. TAYLOR COMPANIES, INC., hereinafter called "Grantee" (whether one or more), the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto Grantee, all that certain lot, tract or parcel of land together with all improvements thereon, lying and being situated in Oklahoma County, State of Oklahoma, described as follows, to wit:

A tract of land in the Southeast Quarter (SE/4) of Section Eighteen (18), Township Thirteen (13) North, Range Three (3) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

SEE ATTACHED EXHIBIT "A" FOR COMPLETE LEGAL DESCRIPTION

Grantee's Mailing Address: 5661 N. Classen Blvd, OKC. OK 73118

TAX ID#:

LESS AND EXCEPT ALL OIL, GAS AND OTHER MINERALS IN AND UNDER THE LAND.

This conveyance is made and accepted subject to any and all easements, rights of way, valid restrictions, mineral reservations of any kind, maintenance charges, agreements, building set back lines, governmental regulations and other matters, if any, to the extent, but only to the extent that they are applicable to and enforceable against the above described property as reflected by the records of the Office of the County Clerk of Oklahoma County, State of Oklahoma.

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in any way belonging, unto Grantee, heirs and assigns, forever; and Grantor does hereby bind itself, its heirs, executors and administrators, to WARRANT and FOREVER DEFEND, all and singular the said premises unto Grantee, heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through or under the undersigned, but not otherwise. SUBJECT to existing zoning, easements, right-of-ways and restrictive covenants of record.

By accepting this Special Warranty Deed, Grantee acknowledges that has had adequate opportunity to inspect the property conveyed herein as well as all improvements located thereon. Except as specifically set forth in this Special Warranty Deed this conveyance is made without warranty or representation, either expressed or implied and is on an 'AS IS and WHERE IS' basis.

When Grantor and/or Grantee are more than one entity, the pertinent nouns, verbs and pronouns shall be construed to correspond. When Grantor and/or Grantee are a corporation, a trustee or other legal entity that is not a natural person, the pertinent words "heirs, executors, and administrators" and/or "heirs and assigns" shall be construed to mean "successors and assigns" respectively. Reference to any gender shall include either gender and, in the case of a legal entity, that is not a natural person, shall include the neuter gender, all as the case may be.

EXECUTED this the 13th day of April, 2007.

Oklahoma City Planning Commission
Deed Approval # 22015

APR 10 2007

HEIMAN IRREVOCABLE TRUST

BOATRIGHT FAMILY, L.L.C.

BY: Peter Boatright
PETER BOATRIGHT, TRUSTEE

BY: Peter Boatright
PETER BOATRIGHT, MANAGER

7020520 FF \$17.00 DS \$750.00
CORPORATION ACKNOWLEDGMENT

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

Before me, the undersigned, a Notary Public in and for said County and State on this 13th day of April, 2007, personally appeared, PETER BOATRIGHT, to me known to be the identical person who subscribed the name of the maker thereof to the _____ of the Heiman Irrevocable Trust and as Manager of the _____

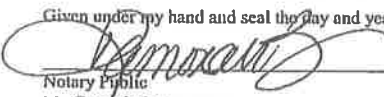
Exhibit A
Legal Description

A tract of land in the Southeast Quarter (SE/4) of Section Eighteen (18), Township Thirteen (13) North, Range Three (3) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows: Commencing at the Southeast corner of said Southeast Quarter (SE/4); thence North 00°16'15" West along the East line of said Southeast Quarter (SE/4), a distance of 555.47 feet; thence North 89°43'50" West a distance of 255.00 feet to the point of beginning; thence South 00°16'15" East a distance of 230.47 feet; thence North 89°43'48" West a distance of 49.54 feet; thence South 00°16'12" West a distance of 75.00 feet; thence North 89°43'50" West a distance of 244.28 feet; thence North 00°16'15" West a distance of 676.11 feet; thence North 89°43'45" East a distance of 274.50 feet; thence South 00°16'15" East a distance of 158.23 feet; thence South 89°43'50" East a distance of 225.00 feet to a point on the West right-of-way line of North Pennsylvania Avenue; thence South 00°16'15" East along the West right-of-way line of North Pennsylvania Avenue, a distance of 40.00 feet; thence North 89°43'50" West a distance of 225.00 feet; thence South 00°16'15" East a distance of 175.00 feet; thence South 89°43'50" East a distance of 20.00 feet to the point of beginning, LESS AND EXCEPT: A tract of land in the Southeast Quarter (SE/4) of Section Eighteen (18), Township Thirteen (13) North, Range Three (3) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows: Commencing at the Southeast corner of said Southeast Quarter (SE/4); thence North 00°16'15" West along the East line of said Southeast Quarter (SE/4), a distance of 555.47 feet; thence North 89°43'50" West a distance of 275.00 feet to the point of beginning; thence South 89°43'45" West a distance of 274.50 feet to a point on the East line of Lot 1, Block 1, RAINDANCE, a subdivision recorded in Book 52 of Plats, Page 72; thence North 00°16'15" West, along said East line, a distance of 373.23 feet; thence North 89°43'45" East a distance of 274.50 feet; thence South 00°16'15" East a distance of 158.23 feet; thence South 89°43'50" East a distance of 225.00 feet to a point on the West right-of-way line of North Pennsylvania Avenue; thence South 00°16'15" East, along the West right-of-way line of North Pennsylvania Avenue, a distance of 40.00 feet; thence North 89°43'50" West a distance of 225.00 feet; thence South 00°16'15" East a distance of 175.00 feet to the point of beginning.

Containing 85,869Sq. Ft. or 1.9712 Acres, more or less

Boatright Family, L.L.C., and acknowledged to me that he executed the same as the free and voluntary act and deed of such corporation and Trust, for the uses and purposes therein set forth.

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


Notary Public

My Commission Expires:

RETURN TO:

Stewart Abstract & Title of Oklahoma

701 N. Broadway

Suite 300

Oklahoma City, Oklahoma 73102



EXHIBIT "A"

Fee Parcel

A tract of land in the Southeast Quarter (SE/4) of Section Eighteen (18), Township Thirteen (13) North, Range Three (3) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast corner of said Southeast Quarter (SE/4);

Thence N 00°16'15" W along the East line of said Southeast Quarter (SE/4), a distance of 555.47 feet;

Thence N 89°43'50" W a distance of 255.00 feet to the Point of Beginning;

Thence S 00°16'15" E a distance of 230.47 feet;

Thence N 89°43'48" W a distance of 49.54 feet;

Thence S 00°16'12" W a distance of 75.00 feet;

Thence N 89°43'50" W a distance of 244.28 feet;

Thence N 00°16'15" W a distance of 676.11 feet;

Thence N 89°43'45" E a distance of 274.50 feet;

Thence S 00°16'15" E a distance of 158.23 feet;

Thence S 89°43'50" E a distance of 225.00 feet to a point on the West right of way line of North Pennsylvania Avenue;

Thence S 00°16'15" E along the West right of way line of North Pennsylvania Avenue, a distance of 40.00 feet;

Thence N 89°43'50" W a distance of 225.00 feet;

Thence S 00°16'15" E a distance of 175.00 feet;

Thence S 89°43'50" E a distance of 20.00 feet to the Point of Beginning.

And

Easement Parcels

Easement Estate created by Easement Agreement by HEIMAN IRREVOCABLE TRUST and BOATRIGHT FAMILY, L.L.C. in favor of r.c. TAYLOR COMPANIES, INC. dated *, filed * at Book *, Page *, records of the County Clerk of Oklahoma County, Oklahoma creating a non-exclusive easement for utility purposes over, across and through the following described property:

A tract of land in the Southeast Quarter (SE/4) of Section Eighteen (18), Township Thirteen (13) North, Range Three (3) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows: Commencing at the Southeast corner of said Southeast Quarter (SE/4); thence N 89°43'50" W, along the South line of said Southeast Quarter (SE/4), a distance of 402.50 feet; thence N 00°16'15" W a distance of 50.00 feet to the Point of Beginning; thence continuing N 00°16'15" W a distance of 200.00 feet; thence N 89°43'50" W a distance of 10.00 feet; thence S 00°16'15" E a distance of 200.00 feet; thence S 89°43'50" E a distance of 10.00 feet to the Point of Beginning.

AND

Easement Estate created by Easement Agreement by HEIMAN IRREVOCABLE TRUST and BOATRIGHT FAMILY, L.L.C. in favor of r.c. TAYLOR COMPANIES, INC. dated *, filed * at Book *, Page *, records of the County Clerk of Oklahoma County, Oklahoma creating a non-exclusive easement for ingress and egress over and across the following described property:

A tract of land in the Southeast Quarter (SE/4) of Section Eighteen (18), Township Thirteen (13) North, Range Three (3) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows: Commencing at the Southeast corner of said Southeast Quarter (SE/4); thence N 89°43'50" W, along the South line of said Southeast Quarter (SE/4), a distance of 225.00 feet; thence N 00°16'15" W a distance of 50.00 feet to the Point of Beginning; thence N 89°43'50" W a distance of 30.00 feet; thence N 00°16'15" W a distance of 365.47 feet; thence S 89°43'50" E a distance of 30.00 feet; thence S 00°16'15" E a distance of 365.47 feet to the Point of Beginning.

Oklahoma City Planning Commission
Deed Approval # 22015

APR 10 2007

A Stewart Abstract & Title
701 N. Broadway, Suite 300
Oklahoma City, OK 73102
7020520 - COMM

EASEMENT AGREEMENT

Doc # 2007053317
Bk 10449
Pg 723-727
DATE 04/16/07 12:11:55
Filing Fee \$21.00
Documentary Tax \$0.00
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk

This Agreement is made as of the 13th day of April, 2007, by and between BOATRIGHT FAMILY, L.L.C., an Oklahoma limited liability company and HEIMAN IRREVOCABLE TRUST (hereinafter called "Grantor") and r.c. TAYLOR COMPANIES, INC. (hereinafter called "Grantee").

Whereas, Grantor is the owner of certain real property in Oklahoma City, Oklahoma County, Oklahoma more particularly described on Exhibit "A" attached hereto and incorporated herein for all purposes; and

Whereas, Grantee is purchasing from Grantor certain land as more particularly described on Exhibit "B" attached hereto and incorporated herein for all purposes; and

Whereas, Grantor hereto desires to grant unto Grantee, its assignees, successors, tenants, subtenants, employees, customers, invitees and licensees, access easement rights across the land described on Exhibit "A" for ingress and egress purposes to the land described on Exhibit "B"; the land described in Exhibit "B" being that tract of land contiguous on the west to that tract shown on Exhibit "A".

Now, therefore, in consideration of the foregoing, the covenants and agreements hereinafter contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Grantor hereby grants to Grantee, its assignees, successors, tenants, subtenants, employees, customer, invitees and licensees, a non-exclusive reciprocal and permanent easement for ingress and egress over and across the driveway areas of the property described on Exhibit "A", for the benefit of Grantee, its assignees, successors, tenants, subtenants, employees, customers, invitees and licensees and for the benefit of the land described on Exhibit "B"; provided however that Grantee agrees to not allow the parking of any vehicles on the street within the easement area.
2. The term "driveway areas" referred to above shall mean those portions of such tract that constitutes internal traffic circulation driveways, together with the openings and access to public streets existing on such tract. The "driveway areas" shall specifically not include, however, any land which is used or reserved for permanent landscaping, permanent improvements or parking.
3. Grantee agrees that it shall share equitably in the costs for the maintenance and operation of the street within the easement area of Exhibit "A", including but not limited to the costs of repairs and ad valorem property taxes.
4. All notices and demands by either party to the other shall be given in writing and sent by air express/overnight delivery service or by the United States Certified Mail, postage prepaid, and addressed as follows:
To Grantor: 4932 N. W. 31st Street
Oklahoma City, Oklahoma 73122

3/5/07

To Grantee: 5661 N. Classen Blvd.
Oklahoma City, Oklahoma 73118

Either party may, from time to time, specify a different address for the giving of notice.

5. Grantee agrees that it shall not use such easement in such a manner as to unreasonably interfere with any operations conducted on any adjacent property.
6. This Agreement shall be interpreted and construed in accordance with the laws of the State of Oklahoma.
7. This Agreement contains all terms and conditions agreed upon by the parties hereto and no agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto, unless contained in a subsequent writing signed by the party whose performance is demanded.
8. No modification, amendment, waiver or release of any provisions of this Agreement shall be valid or binding for any purpose unless it is in writing and duly executed by the party against whom the claim is asserted.
9. This Agreement shall be binding upon the parties hereto and upon the Successors and permitted assigns of such parties.

In Witness Whereof, the parties have executed this Agreement on the date first above written.

Boatright Family, L.L.

By: Peter Boatright
MEMBER

"Grantor"

Heiman Irrevocable Trust

By: Peter Boatright
TRUSTEE

ATTEST

Secretary

r.c. Taylor Companies, Inc.,
A corporation

By: William M. Taylor
Vice-President

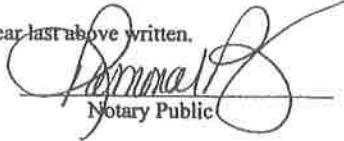
"Grantee"

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 13th day of April, 2007, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared William M Taylor, Vice, President of r.c. Taylor Companies, Inc., to me known to be the identical person who subscribed the name of the maker thereto and acknowledged to me that he executed same as his free and voluntary act and deed and as the free and voluntary act and deed for said corporation for the use and purposes therein set forth.

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


Notary Public

My commission expires:

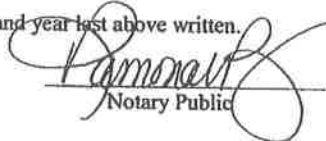


ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 13th day of April, 2007, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Peter Boatright, Trustee of Heiman Irrevocable Trust and as Manager of Boatright Family, L.L.C. an Oklahoma limited liability company, to me known to be the identical person who subscribed the name of the maker thereof to the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said limited liability company and trust for the uses and purposes therein set forth.

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


Notary Public

My commission expires:



EXHIBIT "A"

A tract of land in the Southeast Quarter (SE/4) of Section Eighteen (18), Township Thirteen (13) North, Range Three (3) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast corner of said Southeast Quarter (SE/4);

Thence N 89°43'50" W, along the South line of said Southeast Quarter (SE/4), a distance of 225.00' feet;

Thence N 00°16'15" W a distance of 50.00' feet to the Point of Beginning;

Thence N 89°43'50" W a distance of 30.00' feet;

Thence N 00°16'15" W a distance of 365.47' feet;

Thence S 89°43'50" E a distance of 30.00' feet;

Thence S 00°16'15" E a distance of 365.47' feet to the Point of Beginning.

Said tract contains 10963.61 square feet, 0.252 acres, more or less.

EXHIBIT "B"

A tract of land in the Southeast Quarter (SE/4) of Section Eighteen (18), Township Thirteen (13) North, Range Three (3) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast corner of said Southeast Quarter (SE/4);

Thence N 00°16'15" W along the East line of said Southeast Quarter (SE/4), a distance of 555.47 feet;

Thence N 89°43'50" W a distance of 255.00 feet to the Point of Beginning;

Thence S 00°16'15" E a distance of 230.47 feet;

Thence N 89°43'48" W a distance of 49.54 feet;

Thence S 00°16'12" W a distance of 75.00 feet;

Thence N 89°43'50" W a distance of 244.28 feet;

Thence N 00°16'15" W a distance of 676.11 feet;

Thence N 89°43'45" E a distance of 274.50 feet;

Thence S 00°16'15" E a distance of 158.23 feet;

Thence S 89°43'50" E a distance of 225.00 feet to a point on the West right of way line of North Pennsylvania Avenue;

Thence S 00°16'15" E along the West right of way line of North Pennsylvania Avenue, a distance of 40.00 feet;

Thence N 89°43'50" W a distance of 225.00 feet;

Thence S 00°16'15" E a distance of 175.00 feet;

Thence S 89°43'50" E a distance of 20.00 feet to the Point of Beginning.

Said tract contains 197,324.75 square feet or 4.530 acres, more or less.

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, BOATRIGHT FAMILY, L.L.C., an Oklahoma limited liability company and HEIMAN IRREVOCABLE TRUST, the owners of the legal and equitable title to the real property in Oklahoma City, Oklahoma County, Oklahoma, more particularly described on Exhibit "A" attached hereto and incorporated here for all purposes, for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid by r. c. TAYLOR COMPANIES, INC. ("Grantee"), do hereby grant and convey unto Grantee a non-exclusive and permanent easement for utility purposes only, over, across and through the real property described in Exhibit "A".

Grantee shall not use such easement in such a manner as to unreasonably interfere with any operations conducted on any adjacent property.

TO HAVE AND TO HOLD such easement unto the Grantee, its successors and assigns, forever.

Dated this 13th day of APRIL, 2007.

Boatright Family, L.L.C.

Heiman Irrevocable Trust

By: Peter Boatright
Peter Boatright, Manager

By: Peter Boatright
Peter Boatright, Trustee

Stewart Abstract & Title
701 N. Broadway, Suite 300
Oklahoma City, OK 73102
7020520.com

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

Doc # 2007053316
Bk 10449
Pg 721-722
DATE 04/16/07 12:11:55
Filing Fee \$15.00
Documentary Tax \$0.00
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

On this 13th day of April, 2007, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Peter Boatright, Trustee of Heiman Irrevocable Trust and as Manager of Boatright Family, L.L.C., an Oklahoma limited liability company, to me known to be the identical person who subscribed the name of the maker thereof to the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said limited liability company and trust for the uses and purposes therein set forth.

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

[Signature]
Notary Public

My commission expires



EXHIBIT "A"

A tract of land in the Southeast Quarter (SE/4) of Section Eighteen (18), Township Thirteen (13) North, Range Three (3) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast corner of said Southeast Quarter (SE/4);

Thence N 89°43'50" W, along the South line of said Southeast Quarter (SE/4), a distance of 402.50' feet;

Thence N 00°16'15" W a distance of 50.00' feet to the Point of Beginning;

Thence continuing N 00°16'15" W a distance of 200.00' feet;

Thence N 89°43'50" W a distance of 10.00' feet;

Thence S 00°16'15" E a distance of 200.00' feet;

Thence S 89°43'50" E a distance of 10.00' feet to the Point of Beginning.

Said tract contains 2000.00 square feet, 0.0459 acres, more or less.



COMMERCIAL/INDUSTRIAL REAL ESTATE PURCHASE CONTRACT

This is a legally binding contract; if not understood seek legal advice.

OKLAHOMA CITY,

Oklahoma,

FEBRUARY

2007

PROPERTY: The undersigned Buyer(s) ("Buyer") hereby agrees to purchase from the undersigned Seller(s) ("Seller") the following described property (the "Property"):

1) The following described real estate (the "Land"): A TRACT OF LAND LYING IN AND BEING PART OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION EIGHTEEN (18) TOWNSHIP THIRTEEN (13) NORTH RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, OKLAHOMA COUNTY OKLAHOMA BEING APPROXIMATELY 75 FEET BY 676 FEET. SEE EXHIBIT "A" (2 PAGES) ATTACHED HERETO AND MADE A PART HEREOF.

1) (check one)
together with all of Seller's right, title, interest and estate in and to oil, gas and other minerals in and under the Land not previously served or conveyed of record, or
less and except all oil, gas and other minerals in and under the Land;
together with all of the buildings, structures and improvements in, on or under the Land (the "improvements"),
together with all of the appurtenances belonging thereto and all of Seller's right, title and interest in and to all streets, alleys and other public ways adjacent to the land,
subject to existing zoning ordinances, restrictions, easements and rights of way _____

the following described personal property (the "Personal Property"): _____ and

NONE

on the following terms and conditions:

TERMS: Buyer shall pay for the Property the sum of FIVE HUNDRED THOUSAND dollars (\$ 500,000.) payable as follows:

1) The sum of \$25,000. (check, cash) as Earnest Money, receipt of which is hereby acknowledged, and on acceptance in writing and delivery of this Contract, the Earnest Money shall promptly be assigned to and deposited in a trust account of STEWART TITLE to be applied on the purchase price and/or closing costs, if any, at the time of the Closing;

2) At Closing, IN CASH OR CERTIFIED FUNDS, the further sum of \$ 475,000. (subject to the adjustments set forth in this Contract); and

The balance (subject to adjustments set forth in this Contract) as follows:

NONE

TITLE EVIDENCE: Seller shall furnish Buyer title evidence covering the Property, which shows marketable title vested in Seller according to the title standards adopted by the Oklahoma Bar Association.

Such title evidence shall be in the form of: (check one) ABSTRACT EXPENSE AND Commitment for Owner's Title Insurance Policy. The premium for such Policy including the attorney's fees for examination of the abstract shall be paid 50% by Seller and 50% by Buyer. All other costs shall be paid by Seller. Such Policy shall insure Buyer in an amount equal to the purchase price. The mechanics' and materialmen's liens exception shall be deleted in such Policy.

Abstract of Title. The Seller, at Seller's expense, shall provide an abstract of title certified to a date subsequent to the date of this Contract (including current Uniform Commercial Code Certification and U.S. District Court Certification). Buyer shall, at Buyer's expense, obtain either a title opinion or an Owner's Title Insurance Policy.

A pin survey (check one)

shall not be provided, or

shall be provided to Buyer by Seller. The cost of such survey shall be paid _____ by Seller and _____ by Buyer. The survey of the Land and Improvements shall be prepared by a licensed surveyor, and shall contain such detail and certification to permit the survey exceptions to be deleted from the Owner's Title Insurance Policy. Any encroachment shown on the survey shall be deemed to be a title defect, unless the title company agrees to provide affirmative coverage against loss arising from any court order or judgment which denies the right to maintain the existing Improvements on the Land because of such encroachment. Seller shall make existing title evidence (base abstract of title or Owner's Title Insurance Policy) available to the escrow closing agent within a reasonable time after the date of acceptance of this Contract.

Upon delivery to Buyer of the last of the current Commitment for Owner's Title Insurance Policy, the certified abstract or the titled survey, whichever are to be provided under this Contract, Buyer shall have a reasonable time, not to exceed FIVE days, to examine same and return same to Seller with a written report specifying any objections or defects in the title or such right to title. Buyer shall be deemed waived. Seller shall have THIRTY days after receipt of such report to correct such defects and perfect title. If such time is extended in writing by Buyer, if Seller is unable or unwilling to cure any defects within such period, then unless Buyer waives such defects in writing, this Contract will terminate and the Earnest Money shall be refunded to Buyer less costs which Buyer has agreed to pay.

SPECIAL

The title to the Property shall be conveyed to Buyer by Special Warranty Deed in recordable form unless otherwise specified in paragraph 4 below. Upon Closing the existing abstract of title shall become the property of Buyer. The title to any Personal Property specified herein shall be conveyed to Buyer by Bill of Sale.

SPECIAL PROVISIONS AND/OR ATTACHMENTS HERETO:

TAXES, ASSESSMENTS AND PRORATIONS:

Seller shall pay all expenses owing to the day of Closing, including, but not limited to, real estate ad valorem taxes, personal property taxes, matured or unmatured special assessments, interest on any indebtedness assumed hereunder, insurance, all utility charges and any other expenses related to the operation of the Property. If the amount of taxes cannot be ascertained, such amount shall be on the basis of the taxes paid for the preceding year. All other expenses shall be prorated on the basis of thirty days. Rents shall be prorated on the basis of thirty days to the month. Rents delinquent more than thirty days shall be collected by the Buyer and shall not be adjusted.

Buyer shall receive all income and shall pay all expenses for the day of Closing.

Buyer's Initials _____

Page 2
COMMERCIAL/INDUSTRIAL REAL ESTATE PURCHASE CONTRACT
This is a legally binding contract; if not understood seek legal advice.

1) Any and all leases in effect shall be assigned, and security deposits and prepaid rents, if any, shall be paid to Buyer by Seller at the Closing unless otherwise provided herein.

CONDITION OF PROPERTY:

1) Until the Closing or transfer of possession, risk of loss to the Property, ordinary wear and tear excepted, shall be upon the Seller. After the Closing or transfer of possession, such risk shall be upon the Buyer.

2) Unless otherwise agreed upon in writing, Buyer, by the Closing or taking possession of the Property, shall be deemed to have accepted the Property in its then existing condition, including fixtures and equipment permanently affixed to the Property and shall acknowledge the same to Seller in writing at the Closing. To the best of Seller's knowledge, no hazardous substances or conditions exist on the Property. NO WARRANTIES are expressed or implied by Seller or Seller's agents that shall be deemed to survive the closing with reference to the condition of the Property or any fixtures or equipment.

3) Except for the provisions above, the Seller shall deliver the Property and Improvements thereon in their present condition, ordinary wear and tear excepted.

4) Utilities, if presently on, shall be left on until Closing.

CLOSING/POSSESSION: This transaction shall be closed on or before MONDAY APRIL 2, 2007
(day of week) (date)
the "Closing"), unless the Closing is extended as may be required by Paragraph 3(d) above, or by written agreement of Seller and Buyer with legal possession delivered to Buyer at the time of the Closing and actual and complete possession of the Property to be given at the Closing or as follows:

ONE-HALF OF DOCUMENTARY STAMPS

BUYER'S EXPENSE: Buyer shall pay at the time of the Closing, IN CASH OR CERTIFIED FUNDS, one-half of the escrow closing fee, Buyer's recording fees, Oklahoma sales tax (if any), and all other funds required from Buyer set forth in this Contract.

SELLER'S EXPENSE: Seller shall pay at the time of the Closing, documentary stamps required, one-half of the escrow closing fee, Seller's recording fees (if any), and all other expenses required from Seller set forth in this Contract.

0. DEFAULT:

1) If Buyer wrongfully refuses to close, Seller and Buyer agree that since it is impracticable and extremely difficult to fix the actual damages sustained, the Earnest Money shall be forfeited as liquidated damages to Seller, subject to deduction for expenses incurred and one-half of the balance thereof shall be retained by the REALTOR(s) as compensation for the services rendered. Seller may, at Seller's option, seek specific performance.

2) If Seller's title defects cannot be corrected as herein provided, or if Seller wrongfully refuses to close, Buyer's Earnest Money shall be returned after deduction for expenses incurred on Buyer's behalf and Seller shall be liable for the REALTOR(s) commission and any other expenses incurred on Seller's behalf as provided in this Contract. Buyer may, at Buyer's option, seek specific performance.

3) In the event any suit is instituted, the prevailing party shall have the right to recover all of such party's expenses and costs incurred by reason of such litigation including, but not limited to, attorney's fees, court costs, and costs of suit preparation.

1. BINDING EFFECT: This Contract, when executed by both Seller and Buyer, shall be binding upon and inure to the benefit of Seller and Buyer, their respective heirs, legal representatives, successors and permitted assigns. This Contract sets forth the complete understanding of Seller and Buyer and supersedes all previous negotiations, representations and agreements between them and their agents. This Contract can only be amended, modified, or assigned by written agreement signed by both Seller and Buyer.

2. ACCEPTANCE TIME: The foregoing offer is made subject to acceptance in writing hereon by Seller, and the return of an executed copy to the undersigned Buyer on or before 5:00 p.m.,

the offer is not accepted, the Earnest Money shall be returned to Buyer.

3. TIME IS OF THE ESSENCE.

4. DISCLAIMER AND INDEMNIFICATION: It is expressly understood by Seller and Buyer that Listing REALTOR or its agents and Selling REALTOR or its agents do not warrant the present or future value, size by square footage, condition, structure or structure systems of the Property or any Improvements, nor do they hold themselves out to be experts in quality, design and construction. Seller and Buyer shall hold the Listing REALTOR and its agents and Selling REALTOR and its agents harmless in the event of losses, claims or demands by or against Seller and Buyer. This paragraph shall survive the Closing.

5. AGENCY DISCLOSURE: Listing REALTOR and Selling REALTOR are agents of the Seller unless otherwise specified herein.

W.C. TAYLOR COMPANIES, INC.

(Print Buyer's name exactly as title will be taken)

S # _____

(Signature) _____ Buyer

(Print Buyer's name exactly as title will be taken)

S # _____

(Signature) _____ Buyer

6. SELLER'S ACCEPTANCE: Seller accepts the foregoing offer and shall sell the above-described Property on the terms and conditions herein stated and shall pay J.R. Fulton & Associates, Inc., Realtor, _____ of the gross sales price for Professional Services rendered and to be converted in this transaction.

Accepted this _____ day of _____, 2007.

HEIMAN IRREVOCABLE TRUST
S# 73-627320

Seller

BRATRIGHT FAMILY, L.L.C.
73-1605956
Seller

EARNEST MONEY RECEIPT: Received the sum of _____ (check) (cash) as Earnest Money, to be held and applied according to the terms and conditions of the foregoing offer.

Date _____

EXHIBIT A (PAGE 1 OF 2)

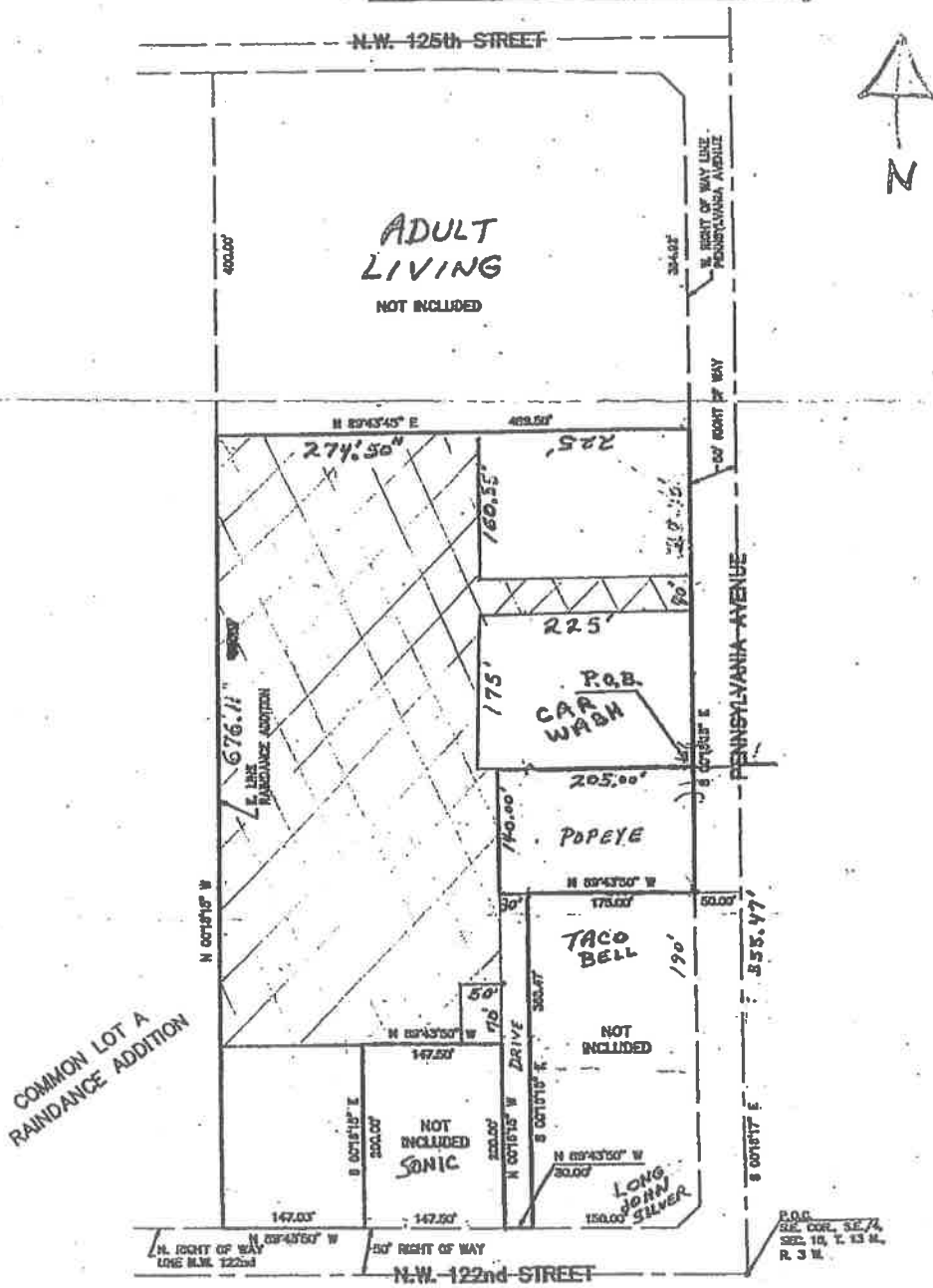


EXHIBIT "A" (Page 2 of 2)

1. The cross hatched area marked on Page 1 of Exhibit "A" is the subject Land.
2. Seller shall grant to Buyer a non exclusive utility easement ten feet (10') wide by two hundred feet (200') in length along the west property line of the Sonic property.
3. The subject Land includes a tract forty feet (40') wide by two hundred twenty-five feet (225') in length (Penn. Access) giving access to and from the Land to N. Pennsylvania Avenue. Seller reserves an easement for permanent ingress and egress rights to the Penn. Access for the benefit of the tract of land along the north property line of the Penn. Access.

EXHIBIT "B"

SPECIAL PROVISIONS

SURVEY

- A. The pin survey contemplated in Paragraph 3(b) shall show:
- The boundary lines, dimensions and area of the land indicated thereon;
 - The specific legal description of the land indicated thereon;
 - The location of any fences, buildings, driveways, monuments and other structures or improvements located within the boundary lines;
 - The location of all setback lines;
 - The location of all easements, alleys, streets, roads, rights-of-way, and other matters of record affecting such land, together with the instrument, book and page number indicated;
 - The scale, the North direction, the beginning point, distance to the nearest intersecting street, and point of reference from which the property is measured;
 - If the Property is located in (i) a floodway; (ii) a 100-year flood plain; (iii) a "flood prone area," as defined by the United States Department of Housing and Urban Development, pursuant to the U.S. Flood Disaster Protection Act of 1973, as amended; or (iv) an area classified by the Federal Emergency Management Agency as having special flood hazards; and shall identify the portion of the Property located in such floodway, 100-year flood plain, flood prone area or flood hazard area. Such Survey shall be in a form sufficient to permit the title company issuing the Title Policy to remove printed survey exception from the policy.

B. Upon delivery to Buyer of the certified survey, Buyer shall have a reasonable time, not to exceed five (5) days, to examine same and return same to Seller with a written report specifying those items which Buyer finds objectionable. Seller shall have thirty (30) days after receipt of such report to correct the stated matters unless such time is extended in writing by Buyer. If Seller is unable or unwilling to cure, correct or modify the specified matters, then unless Buyer waives such matters in writing, this Contract will terminate and the Earnest Money shall be refunded to the Buyer less costs which Buyer has agreed to pay.

ENVIRONMENTAL INSPECTION

C. Seller represents to the best of Seller's knowledge, that there have been no hazardous substances, as defined by the Federal Environmental Protection Agency, stored, released, disposed or used on the Property, including underground storage tanks;

there have been no special use permits, variances, or other land-use authorizations issued concerning waste disposal on the Property; that the Property is neither listed with, nor adjacent to a site listed with, the Environmental Protection Agency as a hazardous waste site; and that Seller has received no notice of any legal or administrative proceedings regarding environmental issues affecting the Property.

Upon the execution of this Contract, Buyer, Buyer's agents, employees, independent contractors, engineers, surveyors, and representatives, shall have the right to enter upon the Property to survey, inspect and conduct such environmental soil, air, hydrocarbon, chemical, carbon, asbestos, lead-based paint, and other tests Buyer deems necessary or appropriate. If the results of any such tests are unsatisfactory to Buyer, Buyer may, at any time prior to Closing, cancel and terminate this Contract by delivering written notice to Seller of cancellation and receive a full refund of all Earnest Money deposited, less costs which Buyer has agreed to pay.

Buyer:

r.c. Taylor Companies, Inc.

Seller:

Heiman Irrevocable Trust

Boatwright Family, L.L.C.

LETTER OF AUTHORIZATION

r.c. Taylor Companies, Inc., the property owner of record, authorizes the firm of Williams, Box, Forshee & Bullard P.C., to make application for municipal approvals and to do all things necessary for the advancement of such application with respect to the property at the following location: NW corner of NW 122nd Street and N Pennsylvania Ave. in Oklahoma City, OK (legal description below).

By: William M. Taylor
Printed: William M. Taylor
Title: President
Date: 2/23/2023

LEGAL: A tract of land in the Southeast Quarter (SE/4) of Section Eighteen (18), Township Thirteen (13) North, Range Three (3) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows: Commencing at the Southeast corner of said Southeast Quarter (SE/4); thence North 00°16'15" West along the East line of said Southeast Quarter (SE/4), a distance of 555.47 feet; thence North 89°43'50" West a distance of 255.00 feet to the point of beginning; thence South 00°16'15" East a distance of 230.47 feet; thence North 89°43'48" West a distance of 49.54 feet; thence South 00°16'12" West a distance of 75.00 feet; thence North 89°43'50" West a distance of 244.28 feet; thence North 00°16'15" West a distance of 676.11 feet; thence North 89°43'45" East a distance of 274.50 feet; thence South 00°16'15" East a distance of 158.23 feet; thence South 89°43'50" East a distance of 225.00 feet to a point on the West right-of-way line of North Pennsylvania Avenue; thence South 00°16'15" East along the West right-of-way line of North Pennsylvania Avenue, a distance of 40.00 feet; thence North 89°43'50" West a distance of 225.00 feet; thence South 00°16'15" East a distance of 175.00 feet; thence South 89°43'50" East a distance of 20.00 feet to the point of beginning, LESS AND EXCEPT: A tract of land in the Southeast Quarter (SE/4) of Section Eighteen (18), Township Thirteen (13) North, Range Three (3) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows: Commencing at the Southeast corner of said Southeast Quarter (SE/4); thence North 00°16'15" West along the East line of said Southeast Quarter (SE/4), a distance of 555.47 feet; thence North 89°43'50" West a distance of 275.00 feet to the point of beginning; thence South 89°43'45" West a distance of 274.50 feet to a point on the East line of Lot 1, Block 1, RAINDANCE, a subdivision recorded in Book 52 of Plats, Page 72; thence North 00°16'15" West, along said East line, a distance of 373.23 feet; thence North 89°43'45" East a distance of 274.50 feet; thence South 00°16'15" East a distance of 158.23 feet; thence South 89°43'50" East a distance of 225.00 feet to a point on the West right-of-way line of North Pennsylvania Avenue; thence South 00°16'15" East, along the West right-of-way line of North Pennsylvania Avenue, a distance of 40.00 feet; thence North 89°43'50" West a distance of 225.00 feet; thence South 00°16'15" East a distance of 175.00 feet to the point of beginning.

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) §:

By: Doris Griffin
Abstractor License No. 4498
OAB Certificate of Authority # 0049
File No. 2797975-OK99

EXHIBIT 'A'

File No.: **2797975-OK99 ()**

Property: **PT SE4 18-13N-3W, , OK**

A tract of land in the Southeast Quarter (SE/4) of Section Eighteen (18), Township Thirteen (13) North, Range Three (3) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows: Commencing at the Southeast corner of said Southeast Quarter (SE/4); thence North 00°16'15" West along the East line of said Southeast Quarter (SE/4), a distance of 555.47 feet; thence North 89°43'50" West a distance of 255.00 feet to the point of beginning; thence South 00°16'15" East a distance of 230.47 feet; thence North 89°43'48" West a distance of 49.54 feet; thence South 00°16'12" West a distance of 75.00 feet; thence North 89°43'50" West a distance of 244.28 feet; thence North 00°16'15" West a distance of 676.11 feet; thence North 89°43'45" East a distance of 274.50 feet; thence South 00°16'15" East a distance of 158.23 feet; thence South 89°43'50" East a distance of 225.00 feet to a point on the West right-of-way line of North Pennsylvania Avenue; thence South 00°16'15" East along the West right-of-way line of North Pennsylvania Avenue, a distance of 40.00 feet; thence North 89°43'50" West a distance of 225.00 feet; thence South 00°16'15" East a distance of 175.00 feet; thence South 89°43'50" East a distance of 20.00 feet to the point of beginning, LESS AND EXCEPT: A tract of land in the Southeast Quarter (SE/4) of Section Eighteen (18), Township Thirteen (13) North, Range Three (3) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows: Commencing at the Southeast corner of said Southeast Quarter (SE/4); thence North 00°16'15" West along the East line of said Southeast Quarter (SE/4), a distance of 555.47 feet; thence North 89°43'50" West a distance of 275.00 feet to the point of beginning; thence South 89°43'45" West a distance of 274.50 feet to a point on the East line of Lot 1, Block 1, RAINDANCE, a subdivision recorded in Book 52 of Plats, Page 72; thence North 00°16'15" West, along said East line, a distance of 373.23 feet; thence North 89°43'45" East a distance of 274.50 feet; thence South 00°16'15" East a distance of 158.23 feet; thence South 89°43'50" East a distance of 225.00 feet to a point on the West right-of-way line of North Pennsylvania Avenue; thence South 00°16'15" East, along the West right-of-way line of North Pennsylvania Avenue, a distance of 40.00 feet; thence North 89°43'50" West a distance of 225.00 feet; thence South 00°16'15" East a distance of 175.00 feet to the point of beginning.

Containing 85,869 Sq. Ft. or 1.9712 Acres, more or les

A.P.N. 3670-14-686-3105

MAP NUMBER	ACCOUNT NUMBER	NAME	MAILING ADDRESS	CITY	STATE	ZIP CODE	SUB NAME	BLOCK	LOT	LEGAL	LOCATION
3670	R146863105	RC TAYLOR COMPANIES INC	5661 N CLASSEN BLVD	OKLAHOMA CITY	OK	73118- 4015	UNPLTD PT SEC 18 13N 3W	000	000	UNPLTD PT SE4 SEC 18 13N 3W BEG 555.47FT N & 255FT W OF SE/C SE4 TH S230.47FT W49.54FT S75FT W244.28FT N676.11FT E274.50FT S158.23FT E225FT S40FT W225FT S175FT E20FT TO BEG & EX A TR BEG 555.47FT N & 275FT W OF SE/C SE/4 TH W274.50FT N373.23FT E274.50FT S158.23FT E225FT S40FT W225FT S175FT TO BEG CONT 1.96ACRS MORE OR LESS SUBJ TO ESMTS OF RECORD (SUBJECT PROPERTY)	UNKNOWN

OWNERSHIP REPORT
FILE NUMBER 2797975-OK99

EFFECTIVE DATE: MARCH 7, 2023 AT 7:30 A.M.
DATE PREPARED: MARCH 13, 2023

3667	R168513175	KAY BEE INVESTMENTS COMPANY LLC	6801 N CLASSEN BLVD STE A	OKLAHOMA CITY	OK	73116- 7205	BRITTON TOWNSHIP	000	000	PT SW4 SEC 17 13N 3W BEG SW/C SW4 TH N2640.45FT E535FT S1850.56FT E554.22FT S250FT E739.41FT S20.56FT TH ON CURVE TO LEFT 165.40FT SE229.93FT TH ON CURVE TO RIGHT 152.82FT S137.06FT W2175.75FT TO BEG PLUS BEG 2235.77FT E OF SW/C SW4 TH N138.09FT TH ON CURVE TO LEFT 213.95FT NW229.93FT TH ON CURVE TO RIGHT 103.38FT N80.43FT N2037.38FT E747.75FT S2634.26FT W407.17FT TO BEG PLUS A TR BEG 535FT E & 20FT S OF NW/C SW4 TH E20FT S1830.50FT W20FT N1830.55FT TO BEG EX THAT PT PLTD INTO NW 122 & PENN CROSSING SECS ONE & TWO & EX A TR BEG 1406.30FT N OF SW/C SW4 TH N195FT E250FT S220FT W175FT NW35.36FT W50FT TO BEG & EX A TR 150FT N & S BY 250FT E & W BEG 1651.30FT N OF SW/C SW4 & EX A TR BEG 1885.03FT E OF NW/C SW4 TH E20FT S1847.32FT W20FT N1847.37FT TO (CONT.)	0 UNKNOWN UNINCOR- PORATED
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EFFECTIVE DATE: MARCH 7, 2023 AT 7:30 A.M.
DATE PREPARED: MARCH 13, 2023

3667	R200391000	KAY BEE INVESTMENTS CO LLC, KFC CORP, C/O TRICON TAX DEPT	PO BOX 35370	LOUISVILLE	KY	40232-5370	NW 122 & PENN CROSSING SEC TWO	002	001	NW 122 & PENN CROSSING SEC TWO 002 001	12330 N PENNSYLVANIA AVE OKLAHOMA CITY
3670	R124461000	RAIN DANCE PROPERTY OWNER LLC	2600 NETWORK BLVD. Unit 590	FRISCO	TX	75034	RAINDANCE	000	001	RAINDANCE 000 001	2201 NW 122ND ST OKLAHOMA CITY

3670	R124461100	RAIN DANCE PROPERTY OWNER LLC	2600 NETWORK BLVD, Unit 590	FRISCO	TX	75034	RAIN DANCE 000	000	00A	RAIN DANCE 000 00A COMMON AREA	COMMON AREA
3670	R146863055	PTEM LLC	6801 N CLASSEN BLVD STE A	OKLAHOMA CITY	OK	73116- 7205	UNPLTD PT SEC 18 13N 3W	000	000	UNPLTD PT SEC 18 13N 3W 000 000 PT SE4 SEC 18 13N 3W BEG SE/C OF SE4 TH W225FT N225FT E225FT S225FT TO BEG SUBJ TO ROAD ESMTS ON E & S SIDE OF SD PROPERTY	2101 NW 122ND ST OKLAHOMA CITY
3670	R146863060	JIROUS BARBARA L TRS, JIROUS BARBARA L REV TRUST C/O SONIC RESTAURANT INC	PO BOX 2438	OKLAHOMA CITY	OK	73101- 2438	UNPLTD PT SEC 18 13N 3W	000	000	UNPLTD PT SE4 SEC 18 13N 3W BEG 255FT W OF SE/C SE4 TH W147.50FT N250FT E147.50FT S250FT TO BEG SUBJ TO A ROAD ESMT ON S	2109 NW 122ND ST OKLAHOMA CITY
3670	R146863115	JS PROPERTIES OF MIDWEST CITY LLC	102 N OLDE BRIDGE RD	MOORE	OK	73160	UNPLTD PT SEC 18 13N 3W	000	000	UNPLTD PT SE4 SEC 18 13N 3W BEG 402.50FT W & 50FT N OF SE/C SE4 TH W147.03FT N200FT E147.03FT S200FT TO BEG CONT .68ACRS MORE OR LESS	2115 NW 122ND ST OKLAHOMA CITY
3670	R146863065	REINKE GAYLE TRS, REINKE GAYLE 1995 LIVING TRUST	6533 N CLASSEN BLVD	OKLAHOMA CITY	OK	73116	UNPLTD PT SEC 18 13N 3W	000	000	UNPLTD PT SEC 18 13N 3W 000 000 PT SE4 SEC 18 13N 3W BEG 225FT N OF SE/C SE4 TH W225FT N190.47FT E225FT S190.47FT TO BEG SUBJ TO ESMTS OF RECORD	12323 N PENNSYLVANI A AVE OKLAHOMA CITY
3670	R146863050	GLOBAL SIGNAL ACQUISITIONS IV LLC, PMB 353	4017 WASHINGTON RD	MCMURRAY	PA	15317	UNPLTD PT SEC 18 13N 3W	000	000	UNPLTD PT SEC 18 13N 3W 000 000 PT SE4 SEC 18 13N 3W BEG 225FT W & 50FT N OF SE/C SE4 TH W30FT N200FT W49.54FT N75FT E49.54FT N90.47FT E30FT S365.47FT TO BEG CONT .34ACRS MORE OR LESS	2105 NW 122ND ST OKLAHOMA CITY
3670	R146863075	POP HOLDINGS LP, C/O PROPERTY TAX DEPT	PO BOX 59924	DALLAS	TX	75229	UNPLTD PT SEC 18 13N 3W	000	000	UNPLTD PT SEC 18 13N 3W 000 000 PT SE4 SEC 18 13N 3W BEG 415.47FT N & 50FT W OF SE/C SE4 TH W205FT N140FT E205FT S140FT TO BEG	12401 N PENNSYLVANI A AVE OKLAHOMA CITY

OWNERSHIP REPORT
FILE NUMBER 2797975-OK99

EFFECTIVE DATE: MARCH 7, 2023 AT 7:30 A.M.
DATE PREPARED: MARCH 13, 2023

3670	R146863085	SPIRIT MASTER FUNDING X LLC	8400 BELLEVUE DR, Unit 210	PLANO	TX	75024	UNPLTD PT SEC 18 13N 3W	000	000	UNPLTD PT SEC 18 13N 3W 000 000 PT SE4 SEC 18 13N 3W BEG 555.47FT N & 50FT W OF SE/C SE4 TH W225FT N175FT E225FT S175FT TO BEG CONT .90ACRS MORE OR LESS	12425 N PENNSYLVANI A AVE OKLAHOMA CITY
3670	R146863110	DO LONG DUY, DO HANG THI	424 NW 139TH ST	EDMOND	OK	73013- 1975	UNPLTD PT SEC 18 13N 3W	000	000	UNPLTD PT SE4 SEC 18 13N 3W BEG 770.47FT N & 50FT W OF SE/C SE4 TH W225FT N158.23FT E225FT S160.35FT TO BEG CONT .82ACRS MORE OR LESS	UNKNOWN
3670	R146863120	VISTA PROPERTY HOLDINGS 1 LLC, VISTA PROPERTY HOLDINGS 3 LLC	3866 UNION CT	WHEAT RIDGE	CO	80033	UNPLTD PT SEC 18 13N 3W	000	000	UNPLTD PT SE4 SEC 18 13N 3W A TR BEG 555.47FT N & 275FT W OF SE/C SE/4 TH W274.50FT N373.23FT E274.50FT S158.23FT E225FT S40FT W225FT S175FT TO BEG	UNKNOWN

THE CITY OF OKLAHOMA CITY
SIMPLIFIED PLANNED UNIT DEVELOPMENT

SPUD-_____

MASTER DESIGN STATEMENT FOR

N. Pennsylvania Ave. & NW 122nd St.

March 13, 2023

PREPARED BY:

WILLIAMS, BOX, FORSHEE & BULLARD P.C.
David Box
522 Colcord Drive
Oklahoma City, OK 73102
405-232-0080 Phone
405-236-5814 Fax
dmbox@wbfbllaw.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, as amended).

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 that 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:

8300.1	Administrative and Professional Offices
8300.8	Animal Sales and Services: Grooming
8300.11	Animal Sales and Services: Kennel and Veterinary, Restricted
8300.23	Building Maintenance Services
8300.24	Business Support Services
8300.31	Construction Sales and Services
8350.3	Custom Manufacturing
8350.8	Industrial, Light
8300.48	Laundry Services
8300.55	Participant Recreation and Entertainment: Indoor
8300.58	Personal Services: General
8300.59	Personal Services: Restricted
8300.61	Repair Services: Consumer

8300.62	Research Services: Restricted
8300.63	Retail Sales and Services: General
8300.16	Wholesaling, Storage, and Distribution: Restricted

The intent of the developer is to construct an office/warehouse development. All uses required to operate such development will be permitted.

2. Maximum Building Height:

The maximum building height within this SPUD shall be in accordance with the base zoning district.

3. Maximum Building Size:

The maximum building size within this SPUD shall be in accordance with the base zoning district.

4. Maximum Number of Buildings:

There shall be a maximum of three (3) buildings within this SPUD.

5. Building Setback Lines

There shall be no internal setbacks within the SPUD. Exterior setbacks shall be as follows:

North: Zero, except as required by the building or fire code

West: 10 feet

East: Zero, except as required by the building or fire code

South: Zero, except as required by the building or fire code

6. Sight-proof Screening:

Sight-proof screening within this SPUD shall be in accordance with the base zoning district.

7. Landscaping:

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

8. Signs:

8.1 Free standing accessory signs

Freestanding signs will be in accordance with the base zoning district regulations.

8.2 Attached signs

Attached signs will be in accordance with the base zoning district regulations.

8.3 Non-Accessory Signs

Non-Accessory signs will be in accordance with the base zoning district regulations.

8.4 Electronic Message Display signs

Electronic Message Display signs will be in accordance with the base zoning district regulations.

9. Access:

Access shall be taken from N. Pennsylvania Ave. and NW 122nd St. via cross access agreement. Lots within this PUD shall not be required to have access or minimum frontage on/to a public right of way.

10. Sidewalks

The subject SPUD does not have frontage on a public street. There shall be no sidewalk requirements within this SPUD.

II. Other Development Regulations:

1. Architecture:

Exterior building wall finish on all main structures, exclusive of windows and doors, shall consist of a minimum 10% brick veneer, rock or stone masonry, stucco, and cementitious siding (including, but not limited to, the brand commonly known as James Hardie). No more than 30% EIFS (Exterior Insulation Finish System) shall be permitted. Exposed metal or exposed concrete block buildings shall not be permitted.

2. Open Space:

N/A.

3. Street Improvements:

N/A.

4. Site Lighting:

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 shall be located within an area screened by a fence or masonry wall of sufficient height that screens the dumpster from public streets and residences and shall be placed no closer than 50 feet from all property lines adjacent to residential zoning district or use.

Trash collection facilities in this SPUD shall be in accordance with Chapter 49 of the Oklahoma City Municipal Code, 2020, as amended.

6. Parking:

The design and number of all parking facilities in this SPUD shall be in accordance with Chapter 59, Article X of the Oklahoma City Municipal Code, 2020, as amended.

7. Maintenance:

Maintenance of the common areas in the development shall be the responsibility of the property owner or Property Owners Association. No structures, storage of material, grading, fill, or other obstructions, including fences, either temporary or permanent, that shall cause a blockage of flow or an adverse effect on the functioning of the storm water facility, shall be placed within the common areas intended for the use of conveyance of storm water, and/or drainage easements shown. Certain amenities such as, but not limited to, walks, benches, piers, and docks, shall be permitted if installed in a manner to meet the requirements specified above.

8. Drainage:

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

III. Supporting Documents:

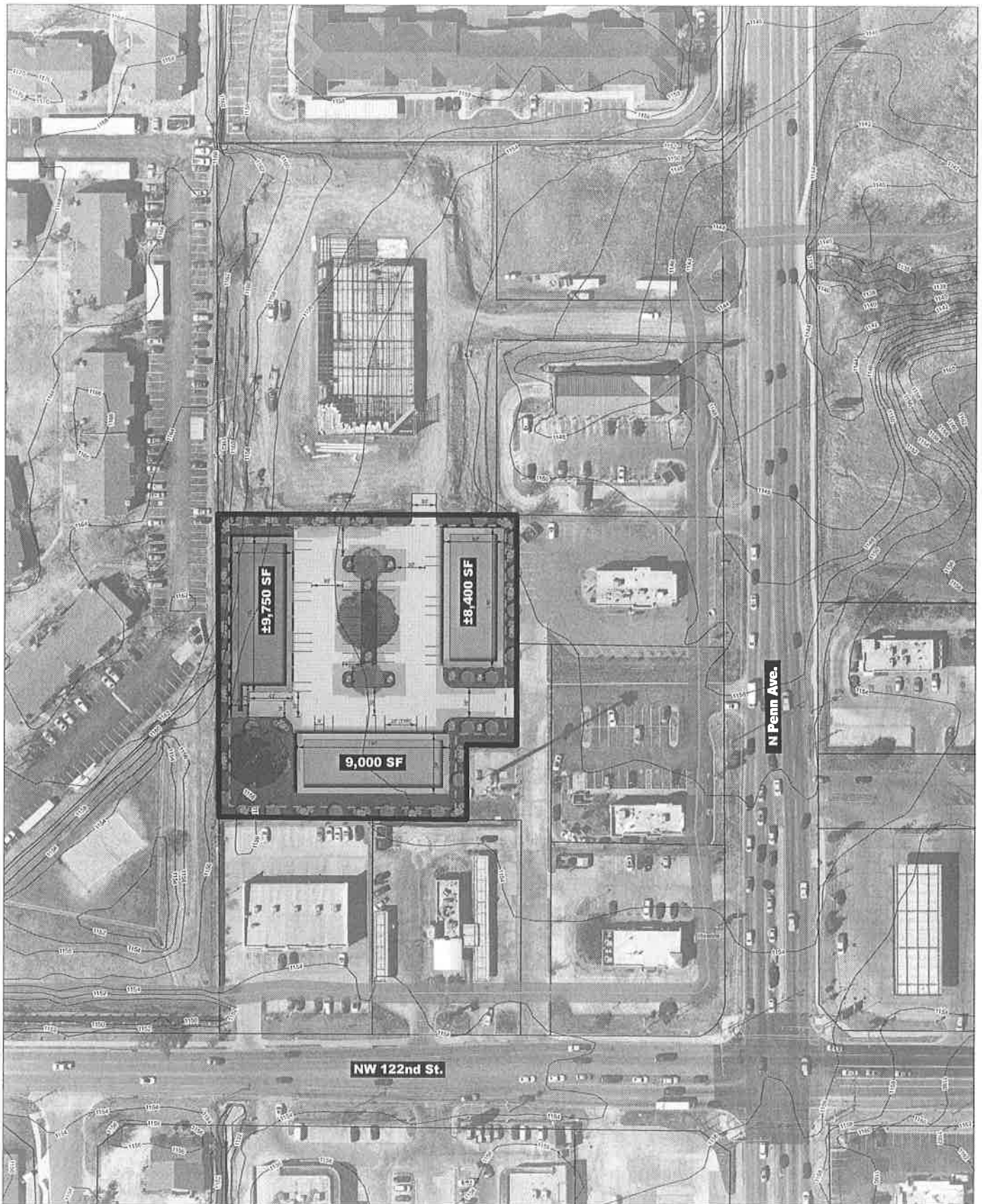
Exhibit A: Legal Description

Exhibit B: Site Plan

Exhibit A
Legal Description

A tract of land in the Southeast Quarter (SE/4) of Section Eighteen (18), Township Thirteen (13) North, Range Three (3) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows: Commencing at the Southeast corner of said Southeast Quarter (SE/4); thence North 00°16'15" West along the East line of said Southeast Quarter (SE/4), a distance of 555.47 feet; thence North 89°43'50" West a distance of 255.00 feet to the point of beginning; thence South 00°16'15" East a distance of 230.47 feet; thence North 89°43'48" West a distance of 49.54 feet; thence South 00°16'12" West a distance of 75.00 feet; thence North 89°43'50" West a distance of 244.28 feet; thence North 00°16'15" West a distance of 676.11 feet; thence North 89°43'45" East a distance of 274.50 feet; thence South 00°16'15" East a distance of 158.23 feet; thence South 89°43'50" East a distance of 225.00 feet to a point on the West right-of-way line of North Pennsylvania Avenue; thence South 00°16'15" East along the West right-of-way line of North Pennsylvania Avenue, a distance of 40.00 feet; thence North 89°43'50" West a distance of 225.00 feet; thence South 00°16'15" East a distance of 175.00 feet; thence South 89°43'50" East a distance of 20.00 feet to the point of beginning, LESS AND EXCEPT: A tract of land in the Southeast Quarter (SE/4) of Section Eighteen (18), Township Thirteen (13) North, Range Three (3) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows: Commencing at the Southeast corner of said Southeast Quarter (SE/4); thence North 00°16'15" West along the East line of said Southeast Quarter (SE/4), a distance of 555.47 feet; thence North 89°43'50" West a distance of 275.00 feet to the point of beginning; thence South 89°43'45" West a distance of 274.50 feet to a point on the East line of Lot 1, Block 1, RAINDANCE, a subdivision recorded in Book 52 of Plats, Page 72; thence North 00°16'15" West, along said East line, a distance of 373.23 feet; thence North 89°43'45" East a distance of 274.50 feet; thence South 00°16'15" East a distance of 158.23 feet; thence South 89°43'50" East a distance of 225.00 feet to a point on the West right-of-way line of North Pennsylvania Avenue; thence South 00°16'15" East, along the West right-of-way line of North Pennsylvania Avenue, a distance of 40.00 feet; thence North 89°43'50" West a distance of 225.00 feet; thence South 00°16'15" East a distance of 175.00 feet to the point of beginning.

Containing 85,869Sq. Ft. or 1.9712 Acres, more or les



NW 122nd St. & N Penn Ave.

Concept Sketch Exhibit

± 1.97 AC



JA
JOHNSON & ASSOCIATES

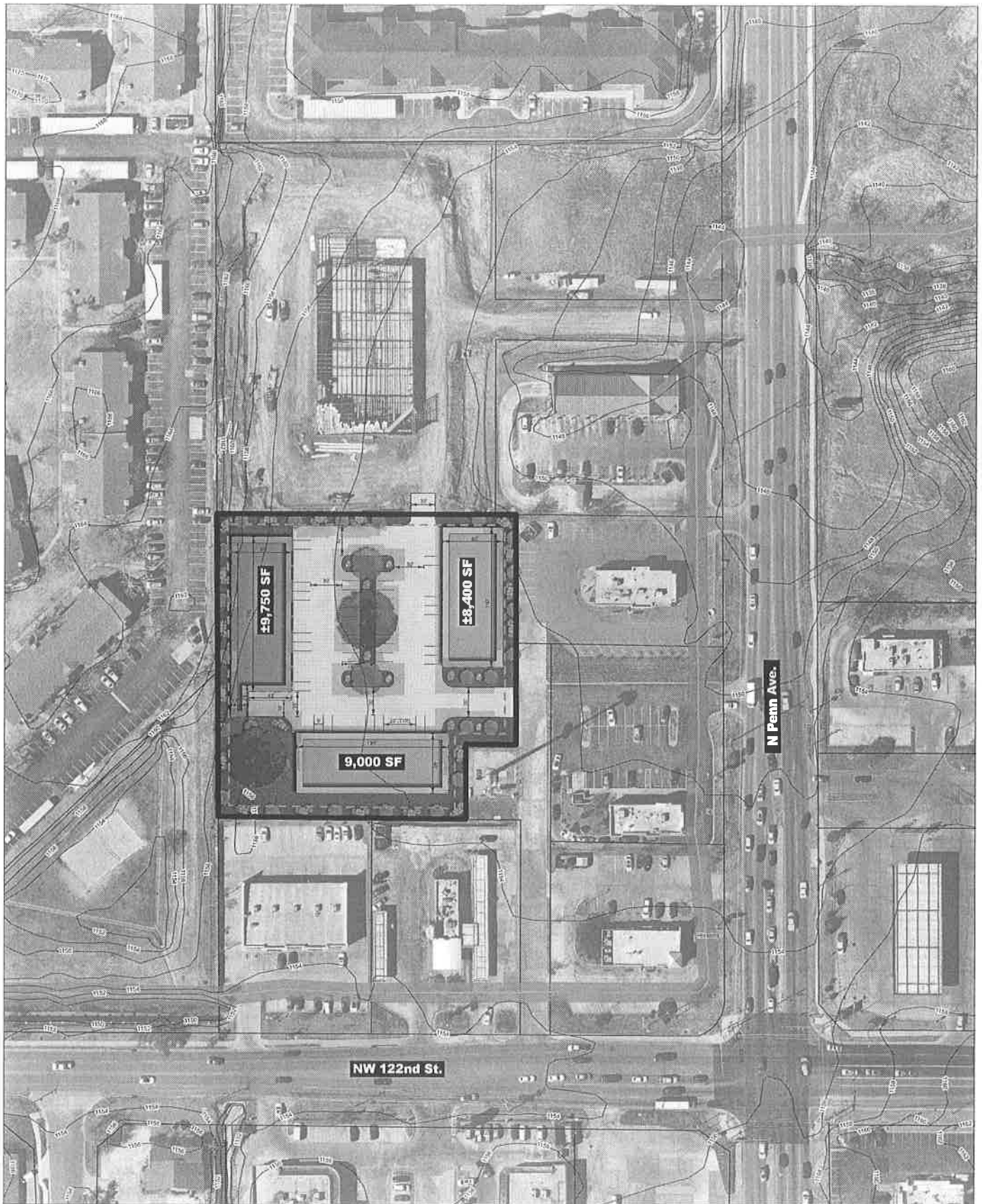
Johnson & Associates
1 E. Sheridan Ave., Suite 200
Oklahoma City, OK 73104
(405) 241-1111 FAX (405) 241-1111

Prepared: 04/04/04
10/4/04

Exhibit A
Legal Description

A tract of land in the Southeast Quarter (SE/4) of Section Eighteen (18), Township Thirteen (13) North, Range Three (3) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows: Commencing at the Southeast corner of said Southeast Quarter (SE/4); thence North 00°16'15" West along the East line of said Southeast Quarter (SE/4), a distance of 555.47 feet; thence North 89°43'50" West a distance of 255.00 feet to the point of beginning; thence South 00°16'15" East a distance of 230.47 feet; thence North 89°43'48" West a distance of 49.54 feet; thence South 00°16'12" West a distance of 75.00 feet; thence North 89°43'50" West a distance of 244.28 feet; thence North 00°16'15" West a distance of 676.11 feet; thence North 89°43'45" East a distance of 274.50 feet; thence South 00°16'15" East a distance of 158.23 feet; thence South 89°43'50" East a distance of 225.00 feet to a point on the West right-of-way line of North Pennsylvania Avenue; thence South 00°16'15" East along the West right-of-way line of North Pennsylvania Avenue, a distance of 40.00 feet; thence North 89°43'50" West a distance of 225.00 feet; thence South 00°16'15" East a distance of 175.00 feet; thence South 89°43'50" East a distance of 20.00 feet to the point of beginning, LESS AND EXCEPT: A tract of land in the Southeast Quarter (SE/4) of Section Eighteen (18), Township Thirteen (13) North, Range Three (3) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows: Commencing at the Southeast corner of said Southeast Quarter (SE/4); thence North 00°16'15" West along the East line of said Southeast Quarter (SE/4), a distance of 555.47 feet; thence North 89°43'50" West a distance of 275.00 feet to the point of beginning; thence South 89°43'45" West a distance of 274.50 feet to a point on the East line of Lot 1, Block 1, RAINDANCE, a subdivision recorded in Book 52 of Plats, Page 72; thence North 00°16'15" West, along said East line, a distance of 373.23 feet; thence North 89°43'45" East a distance of 274.50 feet; thence South 00°16'15" East a distance of 158.23 feet; thence South 89°43'50" East a distance of 225.00 feet to a point on the West right-of-way line of North Pennsylvania Avenue; thence South 00°16'15" East, along the West right-of-way line of North Pennsylvania Avenue, a distance of 40.00 feet; thence North 89°43'50" West a distance of 225.00 feet; thence South 00°16'15" East a distance of 175.00 feet to the point of beginning.

Containing 85,869Sq. Ft. or 1.9712 Acres, more or less



NW 122nd St. & N Penn Ave.

Concept Sketch Exhibit

± 1.97 AC



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PROJECT: 1002004
DATE: 10/24/02