



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](mailto: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 13<sup>th</sup> 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 13<sup>th</sup> 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 \_\_\_\_\_

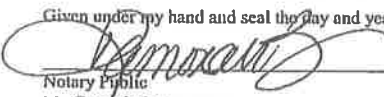
Exhibit A  
Legal Description

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

Stewart Abstract & Title  
A 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 13<sup>th</sup> 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. 31<sup>st</sup> 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

"Grantee"

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

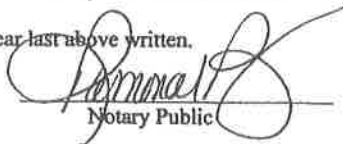
By: William M. Taylor  
Vice-President

ACKNOWLEDGEMENT

STATE OF OKLAHOMA )  
 ) SS:  
COUNTY OF OKLAHOMA)

On this 13<sup>th</sup> 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:

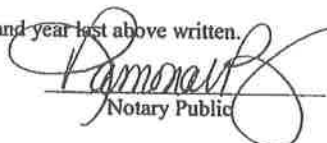


ACKNOWLEDGEMENT

STATE OF OKLAHOMA )  
 ) SS:  
COUNTY OF OKLAHOMA)

On this 13<sup>th</sup> 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.

KNOW ALL MEN BY THESE PRESENTS:

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 13<sup>th</sup> day of APRIL, 2007.

### 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  
3030530-6000

## ACKNOWLEDGEMENT

STATE OF OKLAHOMA )  
COUNTY OF OKLAHOMA) SS:

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 13<sup>th</sup> 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 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.

- (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"): NONE and \_\_\_\_\_

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 abstracts 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

It 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

act 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.

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 salaries 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 a month on the basis of such expense paid for the previous month.

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.

10. 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 their services. 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 rendered in this transaction.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

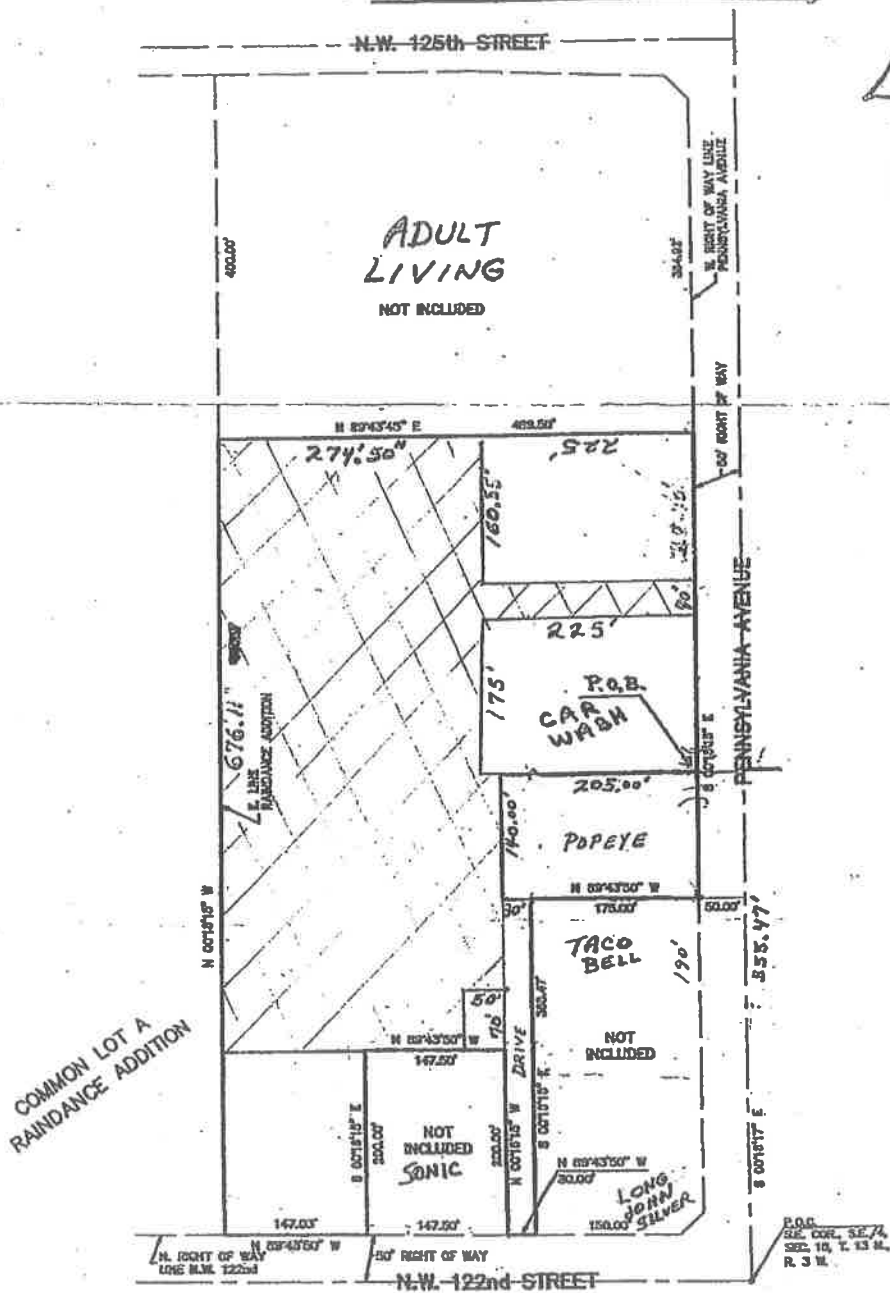
HEIMAN IRREVOCABLE TRUST  
S# 73-627320

Seller

BOATRIGHT FAMILY, L.L.C.  
73-1605956  
S# \_\_\_\_\_  
Seller

EARNEST MONEY RECEIPT: Received the sum of \_\_\_\_\_ (check) (cash) as Earnest Money, to be held and applied in accordance with the terms and conditions of the foregoing offer.

Date \_\_\_\_\_



**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 122<sup>nd</sup> 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.

**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:

FOR LEGAL DESCRIPTION SEE EXHIBIT 'A', ATTACHED

and find the following owners, addresses and brief legal descriptions on the attached pages numbered from (1) to (5 ), 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: March 7, 2023 at 7:30 AM

**First American Title Insurance Company**



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<br>NUMBER | ACCOUNT<br>NUMBER | NAME                          | MAILING<br>ADDRESS     | CITY             | STATE | ZIP CODE       | SUB NAME                   | BLOCK | LOT | LEGAL   | LOCATION |
|---------------|-------------------|-------------------------------|------------------------|------------------|-------|----------------|----------------------------|-------|-----|---|----------|
| 3670          | R146863105        | RC TAYLOR<br>COMPANIES<br>INC | 5661 N CLASSEN<br>BLVD | OKLAHOMA<br>CITY | OK    | 73118-<br>4015 | UNPLTD PT SEC<br>18 13N 3W | 000   | 000 | UNPLTD PT SE4 SEC 18 13N 3W<br>BEG 555.47FT N & 255FT W OF SE/C<br>SE4 TH S230.47FT W49.54FT S75FT<br>W244.28FT N676.11FT E274.50FT<br>S158.23FT E225FT S40FT W225FT<br>S175FT E20FT TO BEG & EX A TR<br>BEG 555.47FT N & 275FT W OF SE/C<br>SE/4 TH W274.50FT N373.23FT<br>E274.50FT S158.23FT E225FT S40FT<br>W225FT S175FT TO BEG CONT<br>1.96ACRS MORE OR LESS SUBJ TO<br>ESMTS OF RECORD (SUBJECT<br>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<br>INVESTMENTS<br>COMPANY LLC | 6801 N CLASSEN<br>BLVD STE A | OKLAHOMA<br>CITY | OK | 73116-<br>7205 | BRITTON<br>TOWNSHIP | 000 | 000 | PT SW4 SEC 17 13N 3W BEG SW/C<br>SW4 TH N2640.45FT E535FT<br>S1850.56FT E554.22FT S250FT<br>E739.41FT S20.56FT TH ON CURVE<br>TO LEFT 165.40FT SE229.93FT TH<br>ON CURVE TO RIGHT 152.82FT<br>S137.06FT W2175.75FT TO BEG<br>PLUS BEG 2235.77FT E OF SW/C<br>SW4 TH N138.09FT TH ON CURVE<br>TO LEFT 213.95FT NW229.93FT TH<br>ON CURVE TO RIGHT 103.38FT<br>N80.43FT N2037.38FT E747.75FT<br>S2634.26FT W407.17FT TO BEG<br>PLUS A TR BEG 535FT E & 20FT S OF<br>NW/C SW4 TH E20FT S1830.50FT<br>W20FT N1830.55FT TO BEG EX<br>THAT PT PLTD INTO NW 122 &<br>PENN CROSSING SECS ONE & TWO<br>& EX A TR BEG 1406.30FT N OF<br>SW/C SW4 TH N195FT E250FT<br>S220FT W175FT NW35.36FT W50FT<br>TO BEG & EX A TR 150FT N & S BY<br>250FT E & W BEG 1651.30FT N OF<br>SW/C SW4 & EX A TR BEG<br>1885.03FT E OF NW/C SW4 TH<br>E20FT S1847.32FT W20FT<br>N1847.37FT TO (CONT.) | 0 UNKNOWN<br>UNINCOR-<br>PORATED |
|------|------------|---------------------------------------|------------------------------|------------------|----|----------------|---------------------|-----|-----|--|----------------------------------|

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<br>PROPERTY<br>OWNER LLC  | 2600 NETWORK<br>BLVD, Unit 590 | FRISCO           | TX | 75034          | RAIN DANCE<br>000          | 000 | 00A | RAIN DANCE 000 00A COMMON<br>AREA  | COMMON<br>AREA                                      |
| 3670 | R146863055 | PTM LLC  | 6801 N CLASSEN<br>BLVD STE A   | OKLAHOMA<br>CITY | OK | 73116-<br>7205 | UNPLTD PT SEC<br>18 13N 3W | 000 | 000 | UNPLTD PT SEC 18 13N 3W 000 000<br>PT SEC 18 13N 3W BEG SE/C OF<br>SE4 TH W225FT N225FT E225FT<br>S225FT TO BEG SUBJ TO ROAD<br>ESMTS ON E & S SIDE OF SD<br>PROPERTY                              | 2101 NW<br>122ND ST<br>OKLAHOMA<br>CITY             |
| 3670 | R146863060 | JIROUS<br>BARBARA L TRS,<br>JIROUS<br>BARBARA L REV<br>TRUST C/O<br>SONIC<br>RESTAURANT<br>INC | PO BOX 2438                    | OKLAHOMA<br>CITY | OK | 73101-<br>2438 | UNPLTD PT SEC<br>18 13N 3W | 000 | 000 | UNPLTD PT SEC 18 13N 3W BEG<br>255FT W OF SE/C SE4 TH<br>W147.50FT N250FT E147.50FT<br>S250FT TO BEG SUBJ TO A ROAD<br>ESMT ON S   | 2109 NW<br>122ND ST<br>OKLAHOMA<br>CITY             |
| 3670 | R146863115 | JS PROPERTIES<br>OF MIDWEST<br>CITY LLC  | 102 N OLDE<br>BRIDGE RD        | MOORE            | OK | 73160          | UNPLTD PT SEC<br>18 13N 3W | 000 | 000 | UNPLTD PT SEC 18 13N 3W BEG<br>402.50FT W & 50FT N OF SE/C SE4<br>TH W147.03FT N200FT E147.03FT<br>S200FT TO BEG CONT .68ACRS<br>MORE OR LESS  | 2115 NW<br>122ND ST<br>OKLAHOMA<br>CITY             |
| 3670 | R146863065 | REINKE GAYLE<br>TRS, REINKE<br>GAYLE 1995<br>LIVING TRUST                                      | 6533 N CLASSEN<br>BLVD         | OKLAHOMA<br>CITY | OK | 73116          | UNPLTD PT SEC<br>18 13N 3W | 000 | 000 | UNPLTD PT SEC 18 13N 3W 000 000<br>PT SEC 18 13N 3W BEG 225FT N<br>OF SE/C SE4 TH W225FT N190.47FT<br>E225FT S190.47FT TO BEG SUBJ TO<br>ESMTS OF RECORD   | 12323 N<br>PENNSYLVANI<br>A AVE<br>OKLAHOMA<br>CITY |
| 3670 | R146863050 | GLOBAL SIGNAL<br>ACQUISITIONS<br>IV LLC, PMB<br>353  | 4017<br>WASHINGTON<br>RD       | MCMURRAY         | PA | 15317          | UNPLTD PT SEC<br>18 13N 3W | 000 | 000 | UNPLTD PT SEC 18 13N 3W 000 000<br>PT SEC 18 13N 3W BEG 225FT<br>W & 50FT N OF SE/C SE4 TH W30FT<br>N200FT W49.54FT N75FT E49.54FT<br>N90.47FT E30FT S365.47FT TO BEG<br>CONT .34ACRS MORE OR LESS | 2105 NW<br>122ND ST<br>OKLAHOMA<br>CITY             |
| 3670 | R146863075 | POP HOLDINGS<br>LP, C/O<br>PROPERTY TAX<br>DEPT  | PO BOX 59924                   | DALLAS           | TX | 75229          | UNPLTD PT SEC<br>18 13N 3W | 000 | 000 | UNPLTD PT SEC 18 13N 3W 000 000<br>PT SEC 18 13N 3W BEG<br>415.47FT N & 50FT W OF SE/C SE4<br>TH W205FT N140FT E205FT S140FT<br>TO BEG   | 12401 N<br>PENNSYLVANI<br>A AVE<br>OKLAHOMA<br>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<br>FUNDING X LLC   | 8400<br>BELLEVUE DR,<br>Unit 210 | PLANO          | TX | 75024          | UNPLTD PT SEC<br>18 13N 3W | 000 | 000 | UNPLTD PT SEC 18 13N 3W 000 000<br>PT SE4 SEC 18 13N 3W BEG<br>555.47FT N & 50FT W OF SE/C SE4<br>TH W225FT N175FT E225FT S175FT<br>TO BEG CONT .90ACRS MORE OR<br>LESS | 12425 N<br>PENNSYLVANI<br>A AVE<br>OKLAHOMA<br>CITY |
| 3670 | R146863110 | DO LONG DUY,<br>DO HANG THI  | 424 NW 139TH<br>ST               | EDMOND         | OK | 73013-<br>1975 | UNPLTD PT SEC<br>18 13N 3W | 000 | 000 | UNPLTD PT SE4 SEC 18 13N 3W BEG<br>770.47FT N & 50FT W OF SE/C SE4<br>TH W225FT N158.23FT E225FT<br>S160.35FT TO BEG CONT .82ACRS<br>MORE OR LESS                       | UNKNOWN   |
| 3670 | R146863120 | VISTA<br>PROPERTY<br>HOLDINGS 1<br>LLC, VISTA<br>PROPERTY<br>HOLDINGS 3<br>LLC | 3866 UNION CT                    | WHEAT<br>RIDGE | CO | 80033          | UNPLTD PT SEC<br>18 13N 3W | 000 | 000 | UNPLTD PT SE4 SEC 18 13N 3W A<br>TR BEG 555.47FT N & 275FT W OF<br>SE/C SE/4 TH W274.50FT<br>N373.23FT E274.50FT S158.23FT<br>E225FT S40FT W225FT S175FT TO<br>BEG      | UNKNOWN   |

THE CITY OF OKLAHOMA CITY  
SIMPLIFIED PLANNED UNIT DEVELOPMENT

SPUD-\_\_\_\_\_

MASTER DESIGN STATEMENT FOR

N. Pennsylvania Ave. & NW 122<sup>nd</sup> 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](mailto: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 122<sup>nd</sup> 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

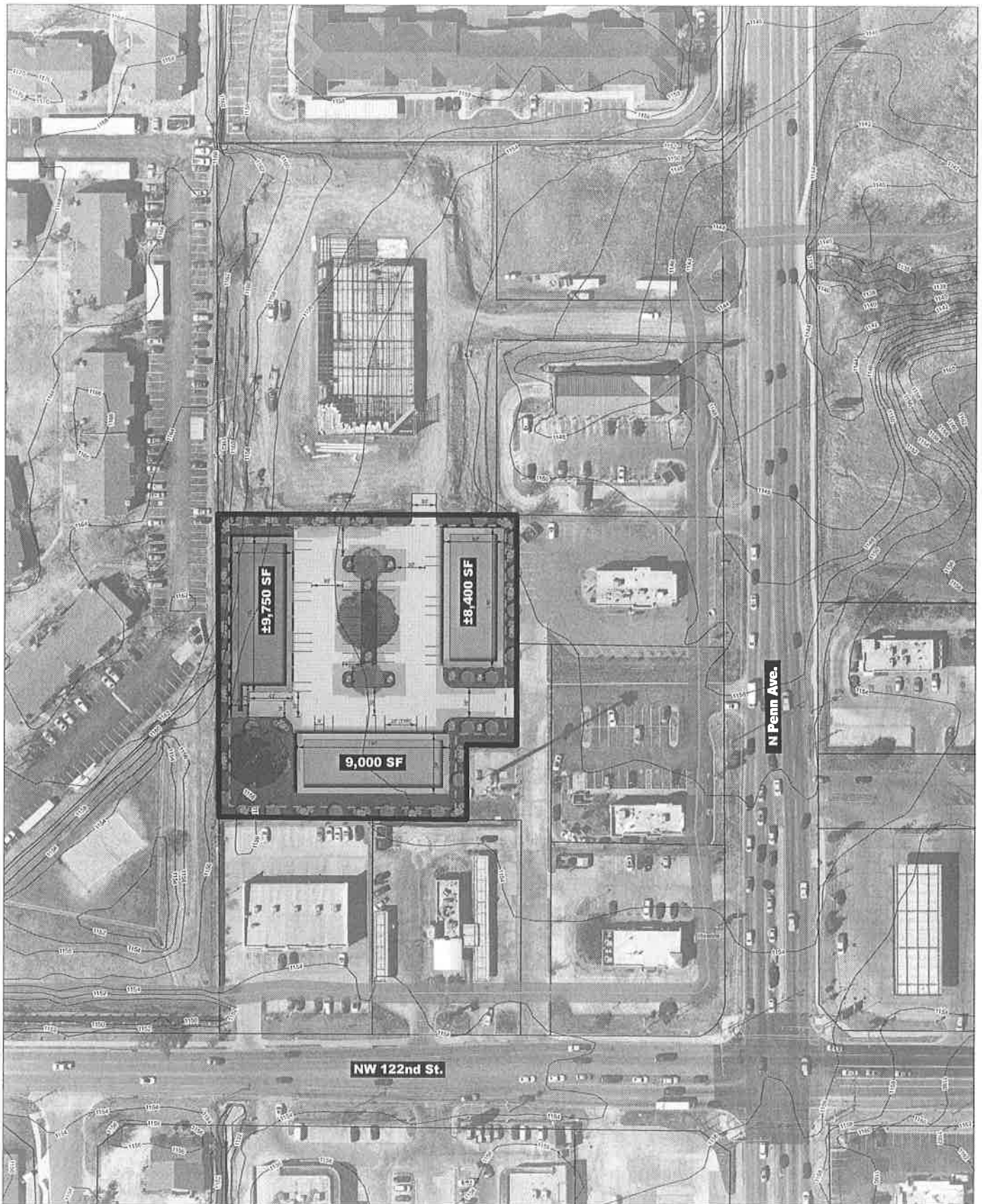
Exhibit B: Site Plan

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

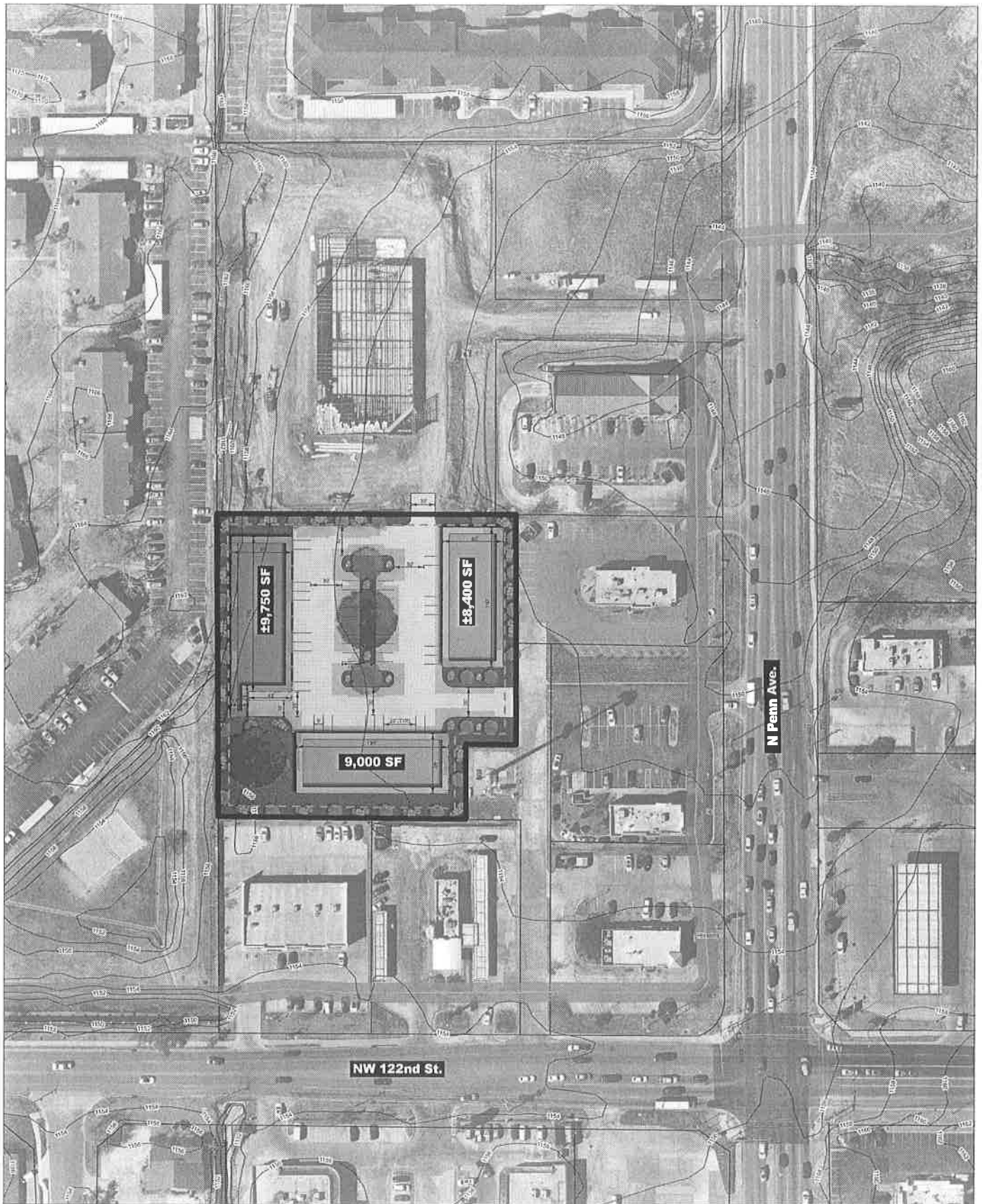
Johnson & Associates  
1 E. Sheridan Ave., Suite 200  
Oklahoma City, OK 73104  
(405) 241-1111 FAX (405) 241-1111

Prepared: 04/04/01  
10/4/01

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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