

AN ORDINANCE AMENDING ORDINANCE NO. 1701 KNOWN AS THE ZONING ORDINANCE OF THE CITY OF ARDMORE, OKLAHOMA THE PLAT CONTAINED THEREIN TO CHANGE, AND DECLARING IT AN EMERGENCY.

The North 495 feet of the NW/4 of the NW/4 of the NW/4 of Section 35, Township 4 South, Range 1 East less easements for Plainview Road and U. S. Highway 70.

WHEREAS, an application has been filed with the Mayor and Board of Commissioners of the City of Ardmore, to amend Ordinance No. 1701, known as the Zoning Ordinance, to change the property, hereinafter described from an A-1 to a C-5 and notice of said hearing has been duly given, and

WHEREAS, the Board of Commissioners find that it is of public convenience and necessity to make said amendment,

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ARDMORE, OKLAHOMA:

THAT, Ordinance No. 1701, known as the Zoning Ordinance of the City of Ardmore and the plat contained therein is hereby amended to change the following property, to-wit:

The North 495 feet of the NW/4 of the NW/4 of the NW/4 of Section 35, Township 4 South, Range 1 East less easements for Plainview Road and U. S. Highway 70.

Emergency Clause:

THAT FOR THE preservation of the public health and safety an emergency is declared to exist whereby this Ordinance shall be in full force and effect from and after the passage and approval of said Ordinance.

PASSED AND APPROVED, this the 17th day of October 19 77

Mazela McKerson
MAYOR

ATTEST:

[Signature]
CITY CLERK

*Carter County
Dodge*

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1702
1000

RECORD AND RETURN TO:
M & M Management, L.L.C.
Post Office Box 340
Sand Springs, Oklahoma 74063

004725

RECORDED



2001 MAY 16 P 3:27
Shirley Jackson
CYNERIA ANDERSON
CARTER CO. OKLA

WARRANTY DEED
(Special)

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THIS INDENTURE, made this 15th day of May, 2001, between McCULLOH MOTOR COMPANY, an Oklahoma corporation, Party of the First Part, and M & M MANAGEMENT, L.L.C., Post Office Box 340, Sand Springs, Oklahoma 74063, Party of the Second Part,

WITNESSETH:

That in consideration of the sum of TEN AND MORE DOLLARS (\$10.00), receipt of which is hereby acknowledged, said Party of the First Part does by these presents grant, bargain, sell, and convey unto said Party of the Second Part, its successors and assigns, all its right, title, and interest in and to the following described real estate, situated in Carter County, State of Oklahoma, to-wit:

A tract of land lying within the North 495 feet of the NW/4 of NW/4 of NW/4 of Section 35, Township 4 South, Range 1 East of the Indian Meridian and Base Line, Carter County, Oklahoma, more particularly described as follows: Beginning at the SE Corner of said North 495 feet of the NW/4 of NW/4 of NW/4; thence S89°30'57"W and parallel with the North line of said NW/4 of NW/4 of NW/4, a distance of 629.29 feet to a point which is 30 feet West of the SW Corner of said North 495 feet of the NW/4 of NW/4 of NW/4; thence N00°24'46"W and parallel with the West line of said tract, 363.49 feet to a point on the South R/W line of U.S. Highway No. 70; thence N89°31'40"E along said R/W line, 246.80 feet; thence S79°09'44"E along said R/W line, 101.98 feet; thence N89°31'40"E along said R/W line, 282.39 feet to a point on the East line of said NW/4 of NW/4 of NW/4; thence S00°25'33"E along the East line thereof, 343.36 feet to the point of beginning, LESS AND EXCEPT all of the oil, gas, and other minerals and mineral rights in or under or that may be produced from said land, the same having been heretofore reserved by prior owners.

STATE OF OKLAHOMA
Carter County
Documentary Stamps \$ 750.00

(This Warranty Deed is given to transfer, assign, and convey to Party of the Second Part all leasehold improvements in and upon said real property which have been made by and are owned by Party of the First Part, whether or not the same are or are not affixed to said real estate, as well as to disclaim and convey to Party of the Second Part any other rights or interest which Party of the First Part may have or claim in and to said real estate and the improvements thereon.)

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

AND said Party of the First part, for itself its successors and assigns, does hereby warrant the title to said leasehold improvements in and upon said real property to be free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages, and other liens and encumbrances of whatsoever nature.

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IN WITNESS WHEREOF, the said Party of the First Part has caused this instrument to be signed in its name by its President the day and year first above written.

MCCULLOH MOTOR COMPANY, an Oklahoma corporation

By *Michael L. McCulloh*
MICHAEL L. McCULLOH, President

STATE OF OKLAHOMA)
) ss.
COUNTY OF CARTER)

Before me, the undersigned, a Notary Public in and for said County and State, on this 15th day of May, 2001, personally appeared Michael L. McCulloh, to me known to be the identical person who subscribed the name of the maker to the within and foregoing instrument as its President 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 such corporation, for the uses and purposes therein set forth.

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

J. B. Griffith
Notary Public

My Commission expires:

JULY 2, 2003

