

Acad 83

BK 306 Pg 543

11-7-26

20 # 1-2-3

Delmar Park

NE 4 5-11-3

A - seed - 1-24-11 BK 122 Pg 460

B - ✓ 4-26-12 BK 141 Pg 293

C - ✓ 4-21-15 BK 182 Pg 505



Statement 4-26-12

Letter 3-21-14

Trimeter 12-30-11

map

Re-election 4-29-12



DEED

#83

THIS INDENTURE, Made and entered into this 9 day of November, 1926, by and between E. H. Cooke and Frank J. Wikoff, trustees, hereinafter designated as first parties, and the City of Oklahoma City, a municipal corporation, hereinafter designated as second party.

WITNESSETH, Whereas on the 26th day of April, 1912, Packinghouse Development Company, a corporation, made, executed and delivered unto the first parties a certain agreement to convey of which the following is an exact copy to-wit:

"Packinghouse Development Company, a corporation of Oklahoma County, State of Oklahoma, in consideration of One Dollar cash in hand paid, receipt of whereof is hereby acknowledged, and other good and valuable considerations, does hereby covenant unto and agree with E. H. Cooke and Frank J. Wikoff, as trustees, as follows:

First: That when John W. Shartel shall, in writing address to said trustees, designate which particular land, not to exceed twenty five (25) acres, such acreage not to be included within the land conveyed by said Development Company to the City of Oklahoma City, located within the property of said Development Company in the North east Quarter (NE¹₄) of Section Five (5) in Township Eleven (11) North Range Three (3) West of the Indian Meridian, in Oklahoma County, State of Oklahoma, is proposed to be used as terminal grounds and approaches for a railway purpose to be operated between said City of Oklahoma City and the City of Woodward, Oklahoma, the said Development Company will forthwith, upon demand of the said trustees, make, execute and deliver its warranty deed conveying to them, in trust, a fee simple title to the land, not to exceed twenty five acres, so designated for the uses and purposes and upon the conditions hereinafter set forth.

Second: That said trustees and their successors shall hold the title to the said land in trust until such time as they, in their sole discretion, shall be satisfied that the said Shartel or some railway Company or Corporation designated by the said Shartel is ready, willing, able and in good faith proposes to ~~put~~ place in operation within a reasonable time thereafter a line of railway connecting the said City of Oklahoma City and the

City of Woodward, as aforesaid, such line of railway to be either constructed in whole or to be constructed in part, and connected by lease or otherwise so as to form one continuous route for the operation of a railway line between the said Cities of Oklahoma City and Woodward, the Oklahoma City freight and passenger, or freight or passenger, terminals of which are to be located upon the land so designated situated in said quarter section; and when the said trustees shall be satisfied as aforesaid, then such trustee shall make execute and deliver to such railway company as the said Shartel may designate, a deed conveying the said property in fee simple to such designated railway company.

Third: This agreement and covenant to convey is made upon, and the deed hereinbefore provided to be made, executed and delivered by said trustees shall contain, the following terms and conditions to-wit:

This conveyance is made upon these express conditions, viz:

(a) The Said premises shall be held and used by the grantee as and for railway right of way, terminals and approaches:

(b) This conveyance is made and is accepted by the grantee subject to the duty of the grantee to lease to any other railway company or companies (when such additional use is not inconsistent with the grantee's use of the same) which hereafter, at any time, desire to enter the said City of Oklahoma City, and to use the said terminal grounds and approaches and improvements thereon, the use of such terminal grounds and approaches and such improvements for its terminals in and at the city of Oklahoma City, upon such reasonable terms and conditions as may be agreed upon by and between the said grantee, its successors and assigns, and such other railway company or corporation, or, if the grantee, its successors or assigns, and such other railway company or corporation shall be unable to agree upon the consistency of inconsistency of such additional use or upon the terms and conditions of such lease, then such other railway company or corporation shall have the right to have such reasonable terms and conditions submitted for determination to a board of three arbitrators, one to be selected by such railway company or corporation, one to be selected by the grantee herein and the third to be selected by the two thus chosen. The said board of arbitrators, when

so selected, shall upon due notice give to each of the parties an opportunity to be fully heard and to fully present to the arbitrators evidence upon the matters pertaining to such lease and the reasonable use of such terminal facilities. The said arbitrators shall reduce their findings and determination to writing and deliver to each of the parties a duplicate thereof, and the reasonable terms and conditions so fixed and determined by such arbitrators, or any two of them, shall be binding upon the grantee herein; and in the event the grantee shall, subject to the conditions hereinbefore expressed, fail or refuse to permit the uses of such lands and the improvements thereon upon their terms and conditions so fixed, all rights and interest of the grantee in and to the said lands shall cease and determine and the said lands and the title thereto shall revert to and vest in the City of Oklahoma City, in trust, however, for the use as terminals and approaches by any railway company or companies desiring to use the same, the terms and conditions of such use to be agreed upon by the City, and by the railway company desire to use the same or to be determined, as hereinbefore provided, by three arbitrators selected one by the city, one by the railway company desiring to use the same, and two thus selected to appoint the third.

Fourth: In event the said Shartel shall, within a reasonable time from the execution of this instrument, fail to designate the land or the particular land proposed to be used for terminal purposes as aforesaid, then the said trustees shall designate such land owned by the said Development Company not to exceed twenty five (25) acres, as they desire to have conveyed to them under this instrument and upon such designation the Development Company covenants and agrees that it will forthwith execute and deliver a deed, conditioned as hereinbefore to the said trustees, conveying the land so designated.

Fifth: This agreement and the covenants herein contained are upon the further conditions that if the said Shartel, or some corporation designated by him shall fail to use said terminals and approaches for a line of railway to be operated between the Cities of Oklahoma City of Woodward, as aforesaid, then the said land shall be by the said trustees conveyed to the said City of Oklahoma City, in trust, as hereinbefore provided, for use, as aforesaid, for any line of railway not now in said city, from whatsoever place

upon the terms and conditions hereinbefore set out.

In testimony whereof, the Packinghouse Development Company has caused its name to be signed to these presents by its president, as is attested by its secretary under its corporate seal, this 21st day of April, 1912.

Attest: L. C. McClure,

Secretary (seal)

Packinghouse Development Company,

By J. M. Owen, President.

And Whereas, John W. Sharbel mentioned in said agreement to convey failed to designate the particular land desired for the use as terminal grounds and approaches for the railway therein referred to as being proposed to be operated between the City of Oklahoma City, and the City of Woodward, Oklahoma, and abandoned the project of constructing the said railway between the City of Oklahoma City and Woodward, Oklahoma, and the first parties as trustees designate the land hereinafter described as being the land which they desire to have conveyed unto the terms of said agreement of April 26, 1912; and,

WHEREAS by deed dated March 2nd, 1915, and delivered to first parties on the 17th day of March 1915, the said Packinghouse Development Company by its duly executed and acknowledged deed, conveyed to first parties to this instrument the land hereinafter described, on the terms and conditions outlined and stipulated in said agreement to convey of April 26th 1912, and in full compliance with each and every of the obligations imposed upon said Packinghouse Development Company said agreement to convey, which said deed of March 2nd 1915, was accepted by first parties as a full and complete performance of the obligations of said Packinghouse Development Company under said agreement; and,

WHEREAS, said deed of March 2nd, 1915, was accepted by first parties upon the express agreement that they would take and agree to hold, use and depose of said premises upon each and every of the terms and conditions of said agreement of April 26, 1912.

NOW THEREFORE, for and in consideration of One Dollar (\$1.00) to it in hand paid, receipt whereof is hereby acknowledged, and in order to completely and entirely perform all the duties resting upon first parties

in the premises as trustees, and to correct and error in the description of the second tract herein- after described as same was written in a deed by and between the parties to this deed, which erroneous deed was made, executed and delivered by the grantors herein on the 21st day of April, 1915, and on the same day and date duly recorded in Book 182 of deeds of Oklahoma County, Oklahoma, at page 505, first parties do hereby grant, bargain, sell and convey unto second party in trust, however, and ~~recorded in Book~~ upon each and every of the terms and conditions set forth and outlined in the said agreement to convey of April 26th, 1912, and for the uses and purposes in said agreement to convey of April 26, 1912, and in said deed of March 2nd, 1915, set forth outlined and appearing the following described real property located and situated in Oklahoma County, State of Oklahoma, to-wit:

All those parts or portions of the land situated in the Northeast Quarter (NE $\frac{1}{4}$) of Section Five (5) Township Eleven (11), North, Range Three (3) West of the Indian Meridian, not heretofore by deed dated January 24th., 1911, and recorded in Deed Book 122, at page 46 thereof, or by deed dated April 26th, 1912, and recorded in Deed Book 141 at page 293, conveyed to said City of Oklahoma City, being within the following lines:

Beginning at the Southeast corner of said Quarter section; thence West along the south line of said quarter section to the southwest corner thereof; thence north along the West line of said Quarter section to the south ^{and east} line of Exchange Avenue thence northeasterly along the South line of Exchange Avenue 2350 feet; thence southeasterly and at right angles to Exchange Avenue to the East line of said Quarter Section; thence South along the East line of said Quarter section to the point or place of beginning, also

All those parts or portions of the lands situated in the Northeast Quarter (NE $\frac{1}{4}$) of Section Five (5) Township Eleven (11) North Range Three (3) West of the Indian Meridian, not heretofore by deed dated January 24th, 1911 and recorded in Deed book 122, at page 460 thereof, or by deed dated April 26th, 1912, and recorded in Deed Book 141 at page 293, conveyed to said City of Oklahoma City, and lying within the following lines:

Commencing at a point in the West line of said Quarter Section 763 feet South of the northwest corner; thence East and Parallel to the North line of said Quarter Section to the West line of Exchange Avenue; thence Southwesterly along the north and west line of said Exchange Avenue to the West line of said Quarter section; thence North to the point or place of beginning.

The two tracts above described containing in the aggregate twenty five (25) acres of land more or less.

To have and to Hold the same unto second party, its successors and assigns, in fee simple, in trust, however, upon and subject to the foregoing terms and conditions.

In Testimony Whereof, first parties have hereunto signed their names this 9th day of November, 1926.

x E. H. Cooke
Frank J. Wikoff
Trustee.

State of Oklahoma,
Oklahoma County. ss.

Before me, the undersigned, Notary Public in and for said County and State on this 9th day of November, 1926, personally appeared Frank J. Wikoff, trustee, to me well known as the man who subscribed his name to the within and foregoing instrument in my presence and being known to me to be the identical person who executed, the same, duly acknowledged to me that he executed the same as his free and voluntary act and deed, both individually and as trustee, as in said instrument described, for the uses and purposes therein set forth. Witness my hand and official seal hereto affixed at Oklahoma City in said County, and State the day and year last above written.

Alice M. Elroy
Notary Public.

My Commission expires April 13th 1927

State of California,)
: SS
Los Angeles County.)

Before me, the undersigned, Notary Public in and for said County and State on this 13th day of November, 1926, personally appeared E. H. Cooke, trustee, to me well known to be the man who subscribed his name to the within and foregoing instrument in my presence

and being known to me to be the identical person who executed the same,
and duly acknowledged to me that he executed the same as his free and
voluntary act and deed, both individually and as trustee, as in said instrum-
ent described, for the uses and purposes therein set forth. Witness my hand
and official seal hereto affixed at the City of Los Angeles, Los Angeles
County, State of Dos Angeles, the day and year last above written.

Lyde L. Lewis
Notary Public.

(Seal)

My Commission expires

November 17-1928

@ 5.16

11-4-26

47-8 P 109122 X
D.E.F.P.
J.M. Cook & Co.
Sunderland

50

The City of Oklahoma City

Belgian
Goulden

11-4-26

STATE OF OKLAHOMA
OKLAHOMA COUNTY
This instrument was filed for Record
at 12:00 PM on 11-4-26 and is
Index 306 22138 Page 543-

L. J. O'Connell, County Clerk
By: J. J. O'Connell, Deputy

RECORDED

435-0
5-11-26

City Clerk
PROOF FILED

100
255-2-1426
2079002
1/14/26

MINUTES OF MEETING OF PACKINGHOUSE DEVELOPMENT COMPANY.

And thereupon, the president called the attention of the meeting to the fact that at the meeting of the directors of this company, held December 30th, 1911, this company had undertaken to convey twenty-five (25) acres of its property in Delmar Garden Addition to Oklahoma City to suitable trustees for use as terminals and approaches for railroads desiring to enter Oklahoma City, such undertaking having been made in view of the proposition made to the Chamber of Commerce by John W. Shartel and being conditioned upon the sale by this company of twenty-five (25) acres of its land to the city for park purposes for the sum of One Hundred Fifty Thousand (\$150,000.00) Dollars. He stated that such sale to the city for park purposes had been completed and was about to be consummated, and that he had caused to be prepared an instrument in writing covenanting and agreeing to convey to E. E. Cooke and Frank J. Wikoff, the trustees that had been selected for the purpose, such twenty-five (25) acres, but that the said agreement had not, on account of Mr. Shartel's absence from the city, been submitted to Mr. Shartel for his approval. The president suggested, however, that in view of the fact that it was important to close the deal with the city that the agreement which he had caused to be prepared should be executed by this company and delivered to the said Cooke and Wikoff, with the understanding that if all the terms and conditions thereof were not satisfactory to Mr. Shartel upon examination, that the said instrument may be modified as may be mutually agreed upon. He, thereupon, presented the said instrument, to which he had referred, to the meeting and asked that it be ordered to be recorded at length in the minutes of this meeting, which was so ordered. The following is a true copy of said agreement:

AGREEMENT TO CONVEY.

PICKETHOUSE DEVELOPMENT COMPANY, a corporation of Oklahoma County, State of Oklahoma, in consideration of One Dollar cash in hand paid, receipt whereof is hereby acknowledged, and other good and valuable considerations, does hereby covenant unto and agree with E. H. Cooke and Frank J. Wikoff, as trustees, as follows:

First: That when John W. Shartel shall, in writing addressed to said trustees, designate which particular land, not to exceed twenty-five (25) acres in area, such acreage not to be included within the land conveyed by said Development Company to the City of Oklahoma City, located within the property of said Development Company in the Northeast Quarter (N.E. 1/4) of Section Five (5), in Township Eleven (11) North, Range Three (3) West of the Indian Meridian, in Oklahoma County, State of Oklahoma, is proposed to be used as terminal grounds and approaches for a railway proposed to be operated between said City of Oklahoma City and the City of Woodward, Oklahoma, the said Development Company will forthwith, upon demand of the said trustees, make, execute and deliver its warranty deed conveying to them, in trust, a fee simple title to the land, not to exceed twenty-five acres, so designated, for the uses and purposes and upon the conditions hereinafter set forth.

Second: The said trustees and their successors shall hold the title to the said land in trust until such time as they, in their sole discretion, shall be satisfied that the said Shartel, or some railway company or corporation designated by the said Shartel, is ready, willing, able and in good faith proposes to place in operation within a reasonable time thereafter a line of railway connecting the said City of Oklahoma

City and the City of Woodward, as aforesaid, such line of railway to be either constructed in whole or to be constructed in part and connected by lease or otherwise so as to form one continuous route for the operation of a railway line between the said cities of Oklahoma City and Woodward, the Oklahoma City freight and passenger, or freight or passenger, terminals of which are to be located upon the land so designated situated in said quarter-section; and when the said trustees shall be satisfied as aforesaid, then such trustees shall make, execute and deliver to such railway company as the said Shartel may designate a deed conveying the said property in fee simple to such designated railway company.

Third: This agreement and covenant to convey is made upon, and the deed hereinbefore provided to be made, executed and delivered by said trustees shall contain, the following terms and conditions, to-wit:

"This conveyance is made upon these express conditions, viz:

(a) The said premises shall be held and used by the grantee as and for railway right of way, terminals and approaches;

(b) This conveyance is made and is accepted by the grantee subject to the duty of the grantee to lease to any other railway company or companies (when such additional use is not inconsistent with the grantee's use of the same) which may hereafter, at any time, desire to enter the said City of Oklahoma City and to use the said terminal grounds and approaches and improvements thereon, the use of such terminal grounds and approaches and such improvements for its terminals in and at the City of Oklahoma City, upon such reasonable terms and conditions as may be agreed upon by and between the said grantee, its successors and assigns, and such other railway company or corporation, or, if the grantee, its successors or assigns, and such other railway company or corporation shall be unable to agree upon the consistency or inconsistency of such additional use or upon the terms and conditions of such lease, then such other railway company or corporation shall have the right to have such reasonable terms and conditions submitted for determination to a board of three arbitrators, one to be selected by such railway company or corporation, one to be selected by the grantee herein and the third to be selected by the two thus chosen. The said board of arbitrators, when so selected, shall, upon due notice, give to each of the parties an opportunity to be fully heard and to fully present to the arbitrators evidence upon

the matters pertaining to such lease and the reasonable use of such terminal facilities. The said arbitrators shall reduce their findings and determination to writing and deliver to each of the parties a duplicate thereof, and the reasonable terms and conditions so fixed and determined by such arbitrators, or any two of them, shall be binding upon the grantee herein; and in event the grantee shall, subject to the condition hereinbefore expressed, fail or refuse to permit the use of such lands and the improvements thereon upon the terms and conditions so fixed, all rights and interest of the grantee in and to the said lands shall cease and determine and the said lands and the title thereto shall revert to and vest in the City of Oklahoma City, in trust, however, for use as terminals and approaches by any rail way company or companies desiring to use the same, the terms and conditions of such use to be agreed upon by the city and by the railway company desiring to use the same or to be determined, as hereinbefore provided, by three arbitrators selected one by the city, one by the rail way company desiring to use the same, the two thus selected to appoint the third."

Fourth: In ~~even~~ the said Shartel shall, within a reasonable time from the execution of this instrument, fail to designate the land or the particular land proposed to be used for terminal purposes as aforesaid, then the said trustees shall designate such land owned by the said Development Company, not to exceed twenty-five (25) acres, as they desire to have conveyed to them under this instrument and upon such designation the Development Company covenants and agrees that it will forthwith execute and deliver a deed, conditioned as hereinbefore, to the said trustees conveying the land so designated.

Fifth: This agreement and the covenants herein contained are upon the further conditions that if the said Shartel, or some corporation designated by him, shall fail to use said terminals and approaches for a line of rail way to be operated between said cities of Oklahoma City and Woodward, as aforesaid, then the said land shall be by said trustees conveyed to the said City of Oklahoma City, in trust, as hereinbefore provided, for use, as aforesaid, for any line of rail way not now in said city, from whatever place, upon the terms and conditions hereinbefore set out.

IN TESTIMONY WHEREOF, the Packinghouse Development Company has caused its name to be signed to these presents by its president, as is attested by its secretary under its corporate seal, this ____ day of April, 1912.

PACKINGHOUSE DEVELOPMENT COMPANY,

By _____
Its President.

ATTEST:

Secretary

State of Oklahoma,)
 : SS.
Oklahoma County.)

Before me, the undersigned, a Notary Public in and for said County and State, on this ____ day of April, 1912, personally appeared J. H. Owen, to be known to be the identical person who signed 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 corporation, for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year above set forth.

Notary Public.

My Commission expires _____

And after consideration, the following resolution was offered:

"RESOLVED:

That the president and secretary of this company be and they are hereby authorized, directed and empowered to execute, under its corporate seal, and to deliver the agreement, submitted to this meeting by the president, wherein it undertakes to convey to E. H. Cooke and Frank J. Wikoff, in trust, twenty-five (25) acres of land for terminal purposes, subject, however, to any alteration that may be mutually agreed upon after the agreement has been submitted to Mr. Shartel."

which resolution was put to a vote and adopted by the affirmative vote of all the directors present at the meeting.

And thereupon, the president further called the attention of the meeting to the fact that at the said meeting of this company held December 30th, 1911, this company had undertaken to turn over to suitable trustees out of the proceeds of the sale to the city the sum of Twenty Thousand (\$20,000.00) Dollars, the same, or so much thereof as may be necessary for the purpose, to be devoted to the securing of rights of way within and adjoining the city of Oklahoma City for a northwest railroad to be operated between Oklahoma City and Woodward, and suggested that a resolution should be adopted relative thereto.

And thereupon, the following resolution was offered and its adoption moved:

"RESOLVED:

That the officers of this company are hereby authorized, directed and empowered to pay over to E. H. Cooke and Frank J. Wikoff, as trustees, the sum of Twenty Thousand (\$20,000.00) Dollars, the same, or so much thereof as is necessary, to be used in procuring rights of way for a railroad proposed to be operated between Oklahoma City and Woodward, in accordance with the proposition made by John W. Shartel to the Chamber of Commerce of Oklahoma City, the residue, if any be left and remaining after all such rights of way have been procured, or the entire sum, if said railroad be not built as aforesaid, to be by said trustees turned back to this company.

This resolution was put to a vote and carried by the affirmative vote of all directors present at the meeting.

The president then called the attention of the meeting to the fact that there remained due and outstanding on the purchase money mortgage of this company to the Park Site Realty Company, a sum the principal and interest of which is _____ Dollars, and that there are outstanding against the company's property certain charges on account of taxes payable by this company on its property and certain indebtedness on account of money borrowed by this company from certain banks of Oklahoma City, and a few miscellaneous small debts on account of abstracts, etc., which should be paid out of the sums received from the city on account of the sale at this meeting authorized to be made to the city.

And thereupon, on motion duly made, seconded and unanimously carried, the officers of the company were authorized:

To pay off the remainder of the indebtedness to the Park Site Realty Company and procure the release of the mortgage held by the Park Site Realty Company upon this company's property;

To pay the indebtedness of this company to certain banks of Oklahoma City;

To pay the indebtedness of this company on account of ad valorem taxes for 1910, and paving assessments for 1911, due against and upon this company's property; and

To pay and liquidate the miscellaneous indebtedness of this company on account of abstracts and other expenses incurred by the company in the transaction of the bond sale, etc.

And thereupon, the following resolution was offered:

"RESOLVED:

That all the remainder of the money received from the sale of this company's property to the city of Oklahoma City after the payment of the sums, in this meeting hereinbefore authorized to be paid, be, by this company and by Oklahoma Industrial Company, sent to Sulzberger & Sons to be applied on the bonus subscribed by said two companies as follows:

Ten Thousand (\$10,000.00) Dollars, (which is the amount contracted to be paid by Packinghouse Development Company to Oklahoma Industrial Company for certain land in Industrial Addition to Oklahoma City, included in the deed at this meeting directed to be executed and delivered to the city of Oklahoma City) to be credited to the account of Oklahoma Industrial Company, and the balance to be credited to the account of Packinghouse Development Company in partial liquidation of the indebtedness of said companies to Sulzberger & Sons on account of the bonus subscribed by them for the location of the packing plant of Sulzberger & Sons in Oklahoma City."

Thereupon, it was moved, seconded and unanimous-
~~ly carried~~
carried that this company endorse and deliver over to Snyder, Owen & Lybrand, Attorneys, the note of Mellon Co. for Six Hundred Twenty-five (\$625.00) Dollars, the same to be applied upon their attorneys fee for legal services rendered to this company. It was moved, seconded and unanimously carried that the attorneys for the company be instructed to contest the payment of the ad valorem taxes against this company's property for the year 1911.

There being no further business before the meeting, the same was adjourned.

(Signed)

J. M. Owen, Prest.

L.C.C. McClure, Sec.

Minutes of
Meeting of Packing-
house Dev. Co
and

Department to County
General Council

WHEREAS, Recent negotiations have been completed with Packinghouse Development Company whereby twenty-five acres, a part of the Delmar Garden tract and other parcels of land, were purchased by the City for park purposes, and twenty acres, of the Delmar Garden tract was acquired for terminal uses, and

WHEREAS, In the original agreement with reference to such transaction a profit sharing plan was agreed to by which The City of Oklahoma City was to share in the proceeds of sale of the remaining part of said Delmar Garden tract, which said agreement was by mutual consent changed, and

WHEREAS, The new arrangement and agreement which is part of the consideration of said transaction is incorporated and included in a resolution adopted on April 26th, 1912, by the Board of Directors of Packinghouse Development Company,

NOW THEREFORE, Be it Resolved by the Board of Commissioners of The City of Oklahoma City, Oklahoma:

That the agreement as set out in said minutes of Packinghouse Development Company be confirmed and accepted as part of the consideration for the payment of funds in said transaction, and that said minutes be spread in full upon the journal of this Board of Commissioners with the end that said agreement shall be preserved and become a part of the contract between Packinghouse Development Company and The City of Oklahoma City.

Approved and adopted by the
Mayor and Board of Commissioners, April
29- 1912

W. H. Grant
Mayor

Attest

C. R. Gaucher
City Clerk

I, L. C. Mc Clure, Secretary of Packinghouse Development Company, and as such custodian of records, do hereby certify that, pursuant to authorization by its stockholders, at a duly called meeting of its Board of Directors held April 26th, 1912, the following proceedings were had and the following steps taken, as shown by the duly recorded minutes of said Directors' Meeting, of which minutes the following is, in part, a copy.

"The president stated to the meeting that at length the matter of the deal with the city of Oklahoma City for the sale of twenty-five (25) acres of the company's land in the Delmar Garden tract and of other land which the company had procured to be donated to it to be included by it in its deal with the city is ready to be closed. He stated that he had caused to be prepared to be executed by the company, a deed conveying the said property to the city, which deed he presented to the meeting and asked that it be ordered to be recorded at length in the minutes of this meeting, which was so ordered. The following is a copy of said deed, to-wit:

WARRANTY DEED.

KNOW ALL MEN BY THESE PRESENTS:

That PACKINGHOUSE DEVELOPMENT COMPANY, a corporation of Oklahoma County, State of Oklahoma, party of the first part, in consideration of the sum of One Hundred Fifty Thousand (\$150,000.00) Dollars, in hand paid, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey unto the City of Oklahoma City, a municipal corporation of Oklahoma County, State of Oklahoma, party of the second part, the following described real property and premises situated in Oklahoma County, State of Oklahoma, to-wit:

All of those parts or portions of the land situated in the Northeast Quarter (N.E. $\frac{1}{4}$) of Section Five (5), in Township Eleven (11) North, Range Three (3) West of the Indian Meridian, not heretofore, by deed dated January 24, 1911, and recorded in Deed Book 122 at Page 460 thereof, conveyed to said City of Oklahoma City, LYING; North and West of Exchange Avenue as platted in Delmar Garden Addition to Oklahoma City, and east and south of the following line, to-wit; Commencing in the west line of Lot Thirteen (13) of said section, as shown by the Government Survey thereof, as extended north to the left bank of the North Canadian River; thence along said left bank of the North Canadian River in a northerly direction along said left bank, as the same is shown by the meandered course of the United States Survey of the said river in said section, to a point which is 150 feet east of said west line of said Lot Thirteen (13), as extended north, and which is 919.75 feet south of the north line of said section; thence east and parallel with the north line of said section a distance of 610 feet; thence southeasterly on a curve to the right, whose radius is 828.25 feet to an intersection with said Exchange Avenue; AND LYING: South and east of said Exchange Avenue; and north of the south line of said quarter section; and south and west of a line commencing at a point in the south and east line of said Exchange Avenue, which point is 1920 feet north-east of the intersection of the said south and east line with the west line of said Lot Thirteen (13); thence southeasterly and at right angles with Exchange Avenue 761 feet; thence south and parallel with the east line of said section to the south line of said quarter section; the land hereby conveyed containing 25 acres, more or less;

Also, the following described land situated in said County and State of Oklahoma: All that tract of land lying between the Grand Boulevard and the Southerly or branch driveway in the Southeast and Southwest Quarters of Section Nine (9), Township 12 North, Range 3 West, heretofore deeded to the City of Oklahoma City, as per deed recorded in Book 17, pages 36, 37 and 38 of the records of Oklahoma County, Oklahoma, said tract being more particularly described as follows: Commencing at a point in the west line of the right of way of the A.T. & S.F. RR., which is 424.8 feet, southeasterly from a point where said west line of the A.T. & S.F. RR. right of way intersects the north line of the southeast quarter of said section nine; thence westerly 50 feet for a place of beginning; thence westerly and along the southerly line of the Grand Boulevard to a point 1090 feet east of the west line of the southwest quarter of section nine, aforesaid; thence in a southerly direction at an angle of seventy-five degrees and one minute from said south line of the Grand Boulevard, for

a distance of 683.7 feet to a point; thence to the left and along the arc of a circle of 29.9 feet radius, for a distance of 60.6 feet to a point; thence along the tangent to said arc at said point for a distance of 180.6 feet; thence to the left and along the arc of a circle of 317.3 feet radius, for a distance of 85.8 feet; thence along the tangent to said arc, for a distance of 90.1 feet; thence to the right and along the arc of a circle 735.8 feet radius, for a distance of 128.4 feet; thence to the right and along the arc of a circle of 290.6 feet radius for a distance of 142.1 feet; thence to the right and along the arc of a circle of 146.05 feet radius, for a distance of 139.8 feet; thence along the tangent to said arc a distance of 156.3 feet; thence to the left along the arc of a circle of 258.6 feet radius for a distance of 99.2 feet; thence along the tangent to said arc a distance of 286.5 feet; thence to the left and along the arc of a circle of 54.2 feet radius for a distance of 70.9 feet; thence along the tangent to said arc for a distance of 153.6 feet; thence to the right and along the arc of a circle of 192.8 feet radius for a distance of 235.5 feet; thence to the left and along the arc of a circle of 191.03 feet radius for a distance of 150.4 feet; thence along the tangent to said arc for a distance of 86 feet; thence to the left and along the arc of a circle of 133.2 feet radius for a distance of 112.7 feet; thence along the tangent to said arc for a distance of 101.3 feet; thence to the left and along the arc of a circle of 227.27 feet radius, for a distance of 88 feet; thence along the tangent to said arc for a distance of 322.5 feet to the point or place of beginning, containing 22 acres, more or less.

Also, the following described real property in Oklahoma County and State of Oklahoma: Lots numbered Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26), Twenty-seven (27) and Twenty-eight (28) in Block Numbered Thirteen (13), in Bell View Addition Oklahoma City, as shown by the recorded plat thereof.

Also, the following described real property and premises, situated in Oklahoma County, State of Oklahoma, to-wit: Lots numbered Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15) and Sixteen (16) in Block numbered One (1) in University Addition to Oklahoma City, as shown by the recorded plat thereof.

Also, the following described real property and premises, situate in Oklahoma County, State of Oklahoma, to-wit: Lot lettered "A" in Block numbered One (1) in Young's Englewood Addition to Oklahoma City, as shown by the recorded amended plat of Lots One (1) to Sixteen (16) and Thirty-one (31) to Thirty-six (36).

Also, the following described real property and premises, situate in Oklahoma County, State of Oklahoma, to-wit: Lots numbered One (1) to Eight (8) inclusive, in Block numbered Nine (9); Lots numbered One (1) to Eight (8) inclusive in Block numbered Ten (10); all of block numbered Eleven (11), in Shar-tel Boulevard Addition to Oklahoma City, as shown by the recorded plat thereof.

Also, the following described real property and premises, situate in Oklahoma County, State of Oklahoma, to-wit: All of Block Eighty-eight (88), consisting of lots one (1) to forty-eight (48) inclusive; and the West half of Block Nine (9) consisting of lots Thirteen (13) to Twenty-four (24) and Twenty-five (25) to Thirty-six (36) inclusive; and the East half of Block Fourteen (14) consisting of Lots One (1) to Twelve (12) and Thirty-seven (37) to Forty-eight (48) inclus-

ive; all situated in the Industrial Addition to Oklahoma City, Oklahoma, as shown by the recorded plat thereof.

The conveyance of the tract last above described is made with the express understanding that a strip ~~thirteen~~ ^{twenty} feet wide on the East side of the property conveyed in Block Nine (9) consisting of Lots ~~thirteen (13) and~~ ^{fourteen (14) and} ~~thirty-six (36)~~ ^{thirty-six (36)}; and a strip ~~twenty-five~~ ^{twenty-five} feet wide on the West side of the property conveyed in Block Fourteen (14) consisting of Lots ~~thirteen (13) and~~ ^{thirteen (13) and} ~~thirty-eight (38)~~ ^{thirty-eight (38)} be dedicated for street purposes in order to provide for traffic between Blocks;

together with all improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said party of the second part, its heirs and assigns forever, free, clear and discharged of and from all former grants, charges, taxes and judgments, mortgages and other liens and encumbrances of whatsoever nature.

Executed and Delivered this 26th day of April, A. D. 1912.

PACKINGHOUSE DEVELOPMENT COMPANY,

By _____ Its President.

ATTEST:

Its Secretary

State of Oklahoma,) :
 : SS.
Oklahoma County.)

Before me, Pearl K. McAdams, a Notary Public in and for said County and State on this _____ day of April, 1912, personally appeared J. M. Owen to me known to be the identical person who signed the name of the maker thereof 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 said corporation, for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year above set forth.

Notary Public.

My commission expires January 10th, 1916.

"And thereupon, the following resolution was offered:

'RESOLVED:

That the president and secretary of this company be authorized, directed and empowered, under its corporate seal, to execute the deed submitted to this meeting by the president conveying certain of the company's property, and certain lands donated to the company, to the city of Oklahoma City.'

which resolution was put to a vote and was carried by the affirmative vote of all those present at the meeting.

"The president then called the attention of the meeting to the fact that at the meeting of the directors of the company held December 30th, 1911, a certain undertaking had been authorized, as appears from the minutes of said meeting, and the following proceedings were had respecting the sharing of the profits of this company with the city of Oklahoma City, to-wit:

"And thereupon, there was taken up and discussed the matter of the company's contract with the city of Oklahoma City, to pay the said city a certain portion of its net profits, as outlined in previous minutes of this company.

And thereupon, it was moved, seconded and unanimously carried that this company, in lieu and instead of the said contract, for sharing said profits with the city, undertakes and agrees, after the satisfaction of all of the obligations of this company to pay over to the city of Oklahoma City out of its net profits the sum of One Hundred Fifty Thousand (\$150,000.00) Dollars, or so much thereof as such net profits may be, the same to be paid over to the said city before the stockholders of this company shall be entitled to any interest in or distribution of the profits of this company.'

"He stated to the meeting that an appropriate resolution should be passed and a certified copy thereof furnished to the city commissioners embodying this undertaking, and thereupon offered the following resolution, to-wit:

'RESOLVED:

That the Packinghouse Development Company, in lieu and instead of the said company's contract, and undertaking with the city of Oklahoma City to pay the said city a certain portion of the net profits, as outlined in the minutes of a previous meeting of this company, undertakes and agrees, after the satisfaction of all of the obligations of this company to pay over to the city of Oklahoma City out of such net profits the sum of One Hundred Fifty Thousand (\$150,000.00) Dollars, or so much thereof as such net profits may be, the same to be paid over to the said city in preference to and before the stockholders of this company shall be entitled to any distributive share in and to any of this company's profits.

" Be it Further Resolved, that a copy of these resolutions, duly certified by the secretary of this company under its corporate seal, be furnished to the city of Oklahoma City as evidence of the undertaking outlined in the foregoing paragraph hereof."

which resolutions were put to a vote and adopted by unanimous vote of all those present at the meeting."

In testimony whereof I have hereunto signed my name as such secretary, and affixed the corporate seal of said Packinghouse Development Company this April 26, 1912.

J. C. McClure
Secretary.

Resistant to accepting
deeds & attitudes in lands
foreign. In heart land same
paying to packing house. Per.
Co. \$150.00.

FILED 4/29/12

C. R. GOUCHER, City Clerk

REFUSED TO

5/3/2

(See Convent's Chest)
in Blue boxed
Paper,

TAXES ARE DUE NOVEMBER 1st

Penalty of 18 per cent. per annum on total tax if lawful payment is not made by the 1st of January, each year. Real estate sold for delinquent taxes in November. Tax deed issued in two years from date of sale.

TREASURER'S OFFICE

OKLAHOMA COUNTY

CHAS. McCAFFERTY, TREASURER

PERSONAL TAXES ARE DUE NOVEMBER 1st

Penalty is 18 per cent. per annum on total tax if not paid by 1st of January each year. Tax warrants issued to Sheriff in June. No rebates under present law. Give location, township, range and section or lot and block.

ALWAYS GIVE LEGAL DESCRIPTION OF YOUR PROPERTY WHEN MAKING INQUIRY FOR YOUR TAXES

Oklahoma City, Okla., March 21st 1914 191

Mr. V.V. Hardcastle, Ass't. Municipal Coun.

Dear Sir:

I have checked and extended abstract on the Delmar Garden quarter section known as the N.E. 1/4 of section 5, Twp 11 N. Range 3 W. and find the following.

Lot 36 in block 1 Delmar Garden addition to Oklahoma City, there is a contract from the Chamber of Commerce to L.E. Anderson as shown at entry Nos 78 & 79 of said abstract and assigned to Mrs M.J. Keist as shown at entry No 88 of the said abstract. I do not know if this contract has been complied with or not.

The balance of said quarter section belongs to the Packinghouse Development Company & the City of Oklahoma City, except the ~~taxes~~ various deeds to Railroads for right of ways shown at entries Nos 30 to 34 inclusive, 36, & 50 to 56 inclusive.

There is a suit pending in District Court Cause 14646 involving said property shown at entries 89 to 92 inclusive of said abstract

There are no suits, judgments & etc against the Packinghouse Dev. Co. . I did not check suits & etc against L.E. Anderson, Chamber of Commerce, Mrs M.J. Keist or the City of Oklahoma City.

The regular tax for 1910 on Government lots 12, 13, 15 of said quarter section were sold for tax \$104.35 plus \$45.40 penalty plus \$2.00 Redemption Certificate making a total of \$151.75 . This is the City property & should have been paid by the Packinghouse Development Company.

The 1911 regular taxes due and unpaid on said quarter section are \$5024.70 plus \$2034.87 making a total of \$7059.57 of which amount

TAXES ARE DUE NOVEMBER 1st

Penalty of 18 per cent. per annum of total tax if lawful payment is not made by the 1st of January, each year. Real estate sold for delinquent taxes in November. Tax deed issued in two years from date of sale.

TREASURER'S OFFICE

OKLAHOMA COUNTY

CHAS. McCAFFERTY, TREASURER

PERSONAL TAXES ARE DUE NOVEMBER 1st

Penalty is 18 per cent. per annum on total tax if not paid by 1st of January each year. Tax warrants issued to Sheriff in June. No rebates under present law. Give location, township, range and section or lot and block.

ALWAYS GIVE LEGAL DESCRIPTION OF YOUR PROPERTY WHEN MAKING INQUIRY FOR YOUR TAXES
Sheet No 2.

Oklahoma City, Okla., 191

\$1943.06 tax plus \$786.84 penalty equals \$2729.80 on property belonging to the City and \$3081.64 tax plus \$1284.03 Penalty equals \$4329.77 on Packinghouse Development Co. property. The above tax for 1911 assessed against the City property should be paid by the Packinghouse Development Co.

The 1912 regular taxes are \$1616.86 plus \$364.08 penalty making a total of \$1980.94 of which amount \$44.20 plus \$10.01 penalty equals \$54.21 on the City property and \$1572.86 tax plus \$354.07 pen. equals \$1926.73 assessed against the Packinghouse Development Co. property.

The 1913 regular taxes are \$1847.84 of which amount \$419.78 on City property and should be cancelled, and \$162.28 old paving on parts of blocks six & seven the City should pay. and \$1265.78 against the Packinghouse Development Co property.

The 1911 paving taxes are \$140.03 plus \$65.11 penalty equals \$205.14 assessed against the Packinghouse Development Co property are due and unpaid.

The 1912 paving taxes are \$4392.05 plus 1251.80 penalty equals \$5643.85 due and unpaid on Packinghouse Development Co property

The 1913 paving taxes are \$4362.33 plus \$458.08 penalty equals \$4820.41. The City should pay \$44.33 tax plus \$4.66 penalty equals \$48.99, leaving the Packinghouse Development Company \$4318.00 principal plus \$553.42 penalty equals \$4771.42 assessed against the Packinghouse Development Co property.

I would also suggest you procure a correction deed from the

TAXES ARE DUE NOVEMBER 1st

Penalty of 18 per cent. per annum of total tax if lawful payment is not made by the 1st of January, each year. Real estate sold for delinquent taxes in November. Tax deed issued in two years from date of sale.

TREASURER'S OFFICE

OKLAHOMA COUNTY

CHAS. McCAFFERTY, TREASURER

PERSONAL TAXES ARE DUE NOVEMBER 1st

Penalty is 18 per cent. per annum on total tax if not paid by 1st of January each year. Tax warrants issued to Sheriff in June. No rebates under present law. Give location, township, range and section or lot and block.

ALWAYS GIVE LEGAL DESCRIPTION OF YOUR PROPERTY WHEN MAKING INQUIRY FOR YOUR TAXES

Sheet No 3.

Oklahoma City, Okla., 1914

Packinghouse Development Company to the City correcting the two former deeds in book 122 page 460 and book 141 page 293 .

The penalty on all taxes were figured to include March 31st 1914.

Yours truly.

Tom W. Coates

Statement as to the taxes due on all of N.E. $\frac{1}{4}$ Sec 5, Twp 11 N.R.3W.
I.M. known as Delmar Garden addition to Oklahoma City.

Taxes due and unpaid on property in said section belonging to the
City of Oklahoma City due and unpaid.

1910 regular tax (sold)	143.91
1911 regular taxes	2470.69
1911 paving taxes	115.93 ✓
1912 regular taxes	528.33
1912 paving taxes	<u>192.32 ✓</u>
Total taxes due	3451.18

Taxes due on property belonging to Packinghouse Development Company
in the above section 5, Twp 11 N.R.3 W.I.M.

1911 regular taxes	4279.84
1911 paving taxes	240.74
1912 regular taxes	1972.45
1912 paving taxes	<u>5465.45</u>
Total taxes due	11922.48

Total taxes due from City, 836.58

Total taxes due from Packinghouse D.Co. 14537.08

Total of all taxes due on all prop. 15373.66

The above statement is figured that all taxes will be paid by
November 1st 1913.

There are between three or four acres deeded to the City by the
Packinghouse Development Company which they do not own. Said three or
four acres belongs to one J.A.J.Baugus and is a part of government lot
four of section five in township eleven North of range three West of the
I.M.

The election held voting bonds for the above property was Feby 12,
1912, Approved by commissioners Feby 16, 1912. Property deeded to the
City on April 26, 1912.

The Eng. office checked County Records and find a deed to the City on Tracts 1-2-3, Delmar Park, filed June 11, 1924, Book 122, page 460. This office apparently doesn't have the deed.

Simon

Fract	1	17.21	A
	2	26.45	A

Encl - see ☐ used # 83 for
 Tracts # 2 + 3 ☐ shown each a du
 filed in exemplated ~~# 83~~ on side of meets + 1
 discription 3 w

RR Cox

198.2
1223.
763

2184.2
2205.2
2240
2265.2
198
2650 434.8

$$\frac{18}{2640} - \frac{3}{4}$$

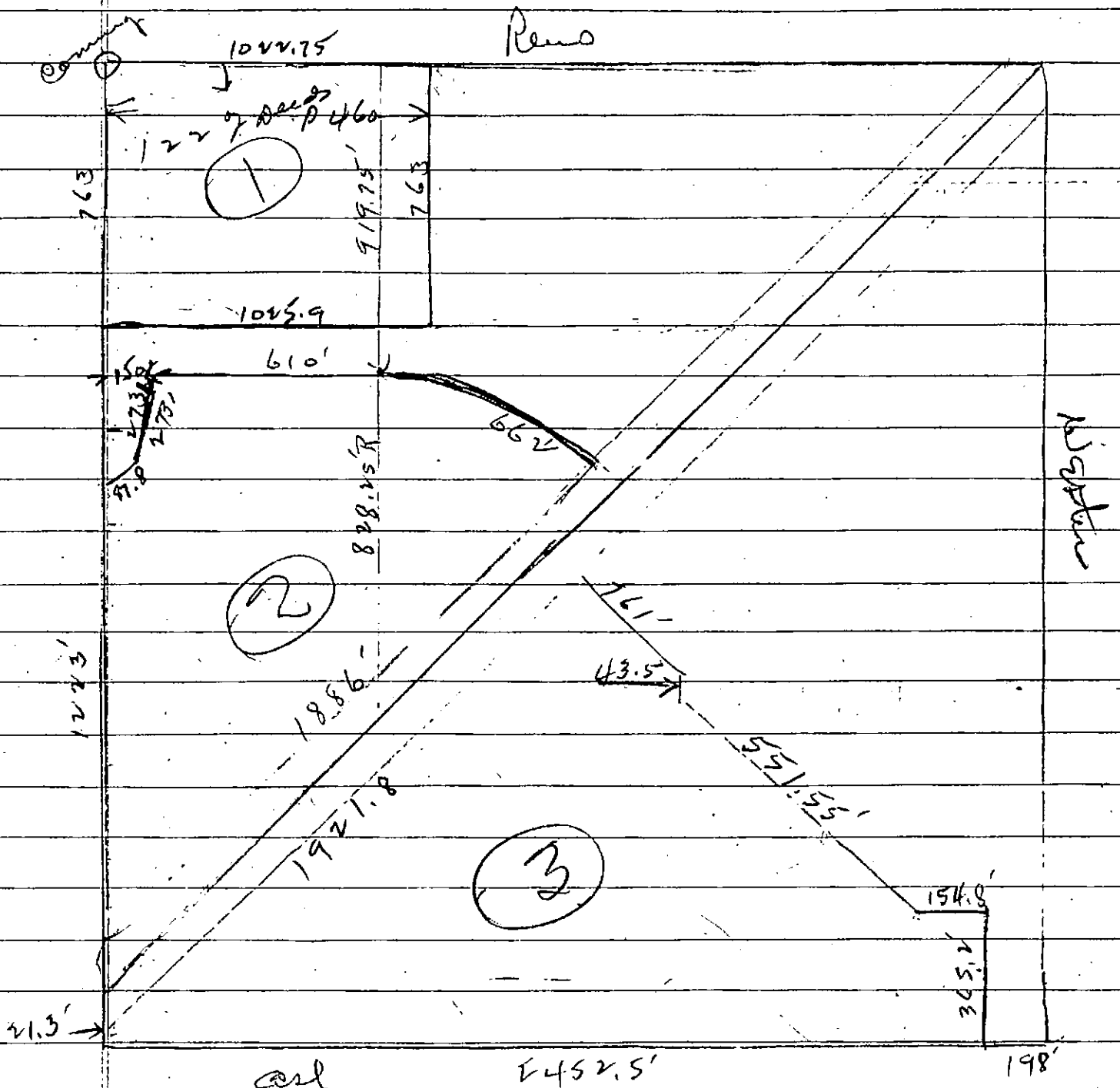
~~Acacia~~
~~Elia~~
~~Martin~~
~~Newport~~
~~Thayer~~

1-7-3

Dehman Park

Plat 19-65

Being a part of L 2-12-13-14-15-18 in
NE 1/4 of Sec 5 - Twp 11 N - R 3 W QM



Deed

122-460

Wth Packinhouse & Co to City of OC
filed B122-460

Dated Jan 24-1911

Signed by Packinhouse & Co by John W. Shattell
Consideration \$150,000 - President

Tract #1 Same as on plat

Tract #2 Com at pt 1148' S of NW Cor of sd 1/4 sec - th
E + = to N line 936.04' - th at > to R 317°-32'
384.25' - th at > 90° to L - 310' - th at > to R
90° - 819.77' - th at > to R 90° - 141.96' - th
at > to L 46°-6' - 179.66' to W line of sd 1/4 sec
- th N along W line of 1/4 sec 952.57' to beg

Tract 3 Com at pt 198' W of SE Cor of 1/4 sec - th N + =
to E.L. 365.2' - th at > to L of 90°-14' - 155.4' -
th at > to R of 46°-32' - 607.43' - th at > to L of
46°-32' - 785.36' - th at > to R 46°-32' -
197.9' - th at > to L 90° - 589.77' - th at > to L
of 90° - 161.5' - th to L on a bearing to R - Rad
of 167.5' then > of 183°-22' for 536' - th S
132.1' to S line of sd 1/4 sec - th E along
S.L. of 1/4 sec 1627.15' to pt of beg

These 3 tracts contain an aggregate of
60 Acres of land (also improvements if any)

Plat 119 - 65 filed 11/14 by City of Omaha

Tract 1 Corn NW Cor of $\frac{1}{4}$ sec - th E 1022.75' - th S 763' - th W 1025.9' - th N 763' to beg - Except that part of Goot L#4 in NE $\frac{1}{4}$ 5-11-3 Containing 17.21 acres More or less

Tract 2 Corn at pt 189.2' N of of SW cor of $\frac{1}{4}$ sec - th N 1223' to pt on N Bank of NE River - th at $\angle$ of $41^{\circ}-15'$ to R 87.8' - th at $\angle$ of $21^{\circ}-30'$ to L 273' to pt 919.75' S of N Line of sd $\frac{1}{4}$ sec + 150' E of W Line of $\frac{1}{4}$ sec - th at $\angle$ of $69^{\circ}-52'$ to R 610' being = to N Line of sd $\frac{1}{4}$ sec to pt of curve to R - Rad is 828.15' for distance on $\cup$ 662' to intersection of N line of Exch Ave - th S westerly direction 1886' to pt of beg. Containing 26.45 A More or less

Tract 3 Corn at pt 21.3' N of SW Cor of sd $\frac{1}{4}$ sec - th at $\angle$ of $46^{\circ}-8'$ to R in N Easterly on S & E Line of Exch Ave 1921.8' to NW Cor B 9 Illinois Garden Acre. th at $\angle$ of 90° to R along Southerly line of sd B 9 - Ill Gen Acre 761' - th at $\angle$ of $43^{\circ}-37'$ to R 43.5' - th at $\angle$ of $43^{\circ}-37'$ to L 551.55' - th at $\angle$ of $46^{\circ}-20'$ to L 154.8' - th at $\angle$ of $90^{\circ}-11'$ to R 365.2' to pt on S Line of sd $\frac{1}{4}$ sec 198' W of SE cor of $\frac{1}{4}$ sec th at $\angle$ of $90^{\circ}-11'$ to R 2452.5' along S Line of sd $\frac{1}{4}$ sec to beg - Containing 40.68' More or less

as per plat book 19 page 65

10/3/44

Handy 100-100

Dead #83

#83-A

KNOW ALL MEN BY THESE PRESENTS:

That PACKINGHOUSE DEVELOPMENT COMPANY, a corporation, hereinafter designated as first party, in consideration of the sum of one hundred fifty thousand (\$150,000.00) dollars, cash in hand paid, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto THE CITY OF OKLAHOMA CITY, a municipal corporation and city of the first class of the State of Oklahoma, hereinafter designated as second party, the following described real property and premises situated in Oklahoma County, State of Oklahoma, to wit:

That portion of the North-east Quarter of Section Five, Township Eleven North, Range Three West of the Indian Meridian contained in the three following described tracts:

TRACT ONE: Commencing at the North-west corner of the said Quarter Section; thence East and along the North side of said Quarter Section a distance of one thousand twenty two and seventy five-one hundredths (1022.75) feet; thence South a distance of seven hundred sixty three (763) feet; thence West and parallel with the North line of said Quarter Section a distance of one thousand twenty five and nine-tenths (1025.9) feet to the West line of said Quarter Section; thence North and along the West side of said Quarter Section a distance of seven hundred sixty three (763) feet to the point or place of beginning.

TRACT TWO: Commencing in the West line of said Quarter Section at a point one thousand one hundred forty eight (1148) feet South of the North-west corner of said Quarter Section; thence East and parallel with the North line of said Quarter Section a distance of nine hundred thirty six and four-one hundredths (936.04) feet; thence making an angle to the right of 317 degrees and 32 minutes for a distance of three hundred eighty four and twenty five-one hundredths (384.25) feet; thence making an angle of 90 degrees to the left for a distance of three hundred ten (310) feet; thence making an angle to the right of 90 degrees for a distance of eight hun

dred nineteen and seventy seven-one hundredths (819.77) feet; thence making an angle to the right of 90 degrees for a distance of one hundred forty one and ninety six-one hundredths (141.96) feet; thence making an angle to the left of 46 degrees and 6 minutes, a distance of one hundred seventy nine and sixty six-one hundredths (179.66) feet to the West line of said Quarter Section; thence North and along the West line of said Quarter Section a distance of nine hundred fifty two and fifty seven-one hundredths (952.57) feet to the point or place of beginning.

TRACT THREE: Commencing at a point on the South line of said Quarter Section distant one hundred ninety eight (198) feet West of the South-east corner of said Quarter Section; thence North and parallel with the East line of said Quarter Section a distance of three hundred sixty five and two-tenths (365.2) feet; thence making an angle to the left of 90 degrees, 14 minutes, a distance of one hundred fifty five and four-tenths (155.4) feet; thence making an angle to the right of 46 degrees 32 minutes a distance of six hundred seven and forty three-one hundredths (607.43) feet; thence making an angle to the left of 46 degrees, 32 minutes, a distance of seven hundred eighty five and thirty six-one hundredths (785.36) feet; thence making an angle to the ~~South-east~~ right of 46 degrees, 32 minutes, a distance of one hundred ninety seven and nine-tenths (197.9) feet; thence making an angle to the left of 90 degrees, for a distance of five hundred eighty nine and seventy seven-one hundredths (589.77) feet; thence making an angle to the left of 90 degrees for a distance of one hundred sixty one and five-tenths (161.5) feet; thence to the ~~East~~ on a curve ^{beginning to the right} whose radius is one hundred sixty seven and five-tenths (167.5) feet, through an angle of 183 degrees 22 minutes, a distance of five hundred thirty six (536) feet; thence South a distance of one hundred thirty two and one-tenth (132.1) feet to the South line of said Quarter Section; thence East and along the South line of said Quarter Section a distance of one thousand six hundred twenty-seven and fifteen-one hundredths (1627.15) feet to the point or place of beginning.

The said three tracts, so above described, contain in the aggregate sixty acres of land.

Together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD the above described prem-
ises unto the second party, its successors and assigns
forever for the uses and purposes of and to be used as
the public parks of the said City of Oklahoma City; free,
clear and discharged of and from all former grants,
charges, taxes, judgments, liens and incumbrances of
whatsoever nature.

IN TESTIMONY WHEREOF first party has caused its
name to be signed hereto and these presents to be exe-
cuted and delivered this 24 day of January, 1911.

PACKINGHOUSE DEVELOPMENT COMPANY

By

John W. Cartel

Its President.

ATTEST:

J. Cluck

Its Secretary.

STATE OF OKLAHOMA : OKLAHOMA COUNTY : ss.

BEFORE ME,

Henry G. Snyder

a. Notary Public within and for said County and State of Oklahoma, on this 24 day of January, 1911, personally appeared John W. Shartel, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument, ~~and 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 PACKINGHOUSE DEVELOPMENT COMPANY, a corporation, the maker thereof, for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF I have hereunto signed my name and affixed my seal of office as such notary public at Oklahoma City, this the day and year last above written.

Henry G. Snyder

Notary Public.

My Commission expires

June 12, 1911

83A

TWE

W.D. Dine

Packhouse Dec
Rt

City of Okla City

17-2-5-11-3w

124-11

STATE OF OKLAHOMA
Oil and Gas

This is to certify that

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ay Clerk

WARRANTY DEED.

Recorded Book 141 Page 293
#83-B

KNOW ALL MEN BY THESE PRESENTS:

That PACKINGHOUSE DEVELOPMENT COMPANY, a corporation of Oklahoma County, State of Oklahoma, party of the first part, in consideration of the sum of One Hundred Fifty Thousand (\$150,000.00) Dollars, in hand paid, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey unto the City of Oklahoma City, a municipal corporation of Oklahoma County, State of Oklahoma, party of the second part, the following described real property and premises situated in Oklahoma County, State of Oklahoma, to-wit:

All of those parts or portions of the land situated in the Northeast Quarter (N.E. $\frac{1}{4}$) of Section Five (5), in Township Eleven (11) North, Range Three (3) West of the Indian Meridian, not heretofore, by deed dated January 24, 1911, and recorded in Deed Book 122 at Page 460 thereof, conveyed to said City of Oklahoma City, LYING; North and West of Exchange Avenue as platted in Delmar Garden Addition to Oklahoma City, and east and south of the following line, to-wit: Commencing in the west line of Lot Thirteen (13) of said section, as shown by the Government Survey thereof, as extended north to the left bank of the North Canadian River; thence along said left bank of the North Canadian River in a northerly direction along said left bank, as the same is shown by the meandered course of the United States Survey of the said river in said section, to a point which is 150 feet east of said west line of said Lot Thirteen (13), as extended north, and which is 919.75 feet south of the north line of said section; thence east and parallel with the north line of said section a distance of 610 feet; thence southeasterly on a curve to the right, whose radius is 828.25 feet to an intersection with said Exchange Avenue; AND LYING: South and east of said Exchange Avenue; and north of the south line of said quarter section; and south and west of a line commencing at a point in the south and east line of said Exchange Avenue, which point is 1920 feet northeast of the intersection of the said south and east line with the west line of said Lot Thirteen (13); thence southeasterly and at right angles with Exchange Avenue 761 feet; thence south and parallel with the east line of said section to the south line of said quarter section; the land hereby conveyed containing 25 acres, more or less;

Also, the following described land situated in said County and State of Oklahoma: All that tract of land lying between the Grand Boulevard and the Southerly or branch driveway in the Southeast and Southwest Quarters of Section Nine (9), Township 12 North, Range 3 West, heretofore deeded to the City of Oklahoma City, as per deed recorded in Book 17, pages 36, 37 and 38 of the records of Oklahoma County, Oklahoma, said tract being more particularly described as follows: Commencing at a point in the west line of the right of way of the A.T. & S.F. RR., which is 424.8 feet, southeasterly from a point where said west line of the A.T. & S.F. RR. right of way intersects the north line of the southeast quarter of said section nine; thence westerly 50 feet for a place of beginning; thence westerly and along the southerly line of the Grand Boulevard to a point 1090 feet east of the west line of the southwest quarter of section nine, aforesaid; thence in a southerly direction at an angle of seventy-five degrees and one minute from said south line of the Grand Boulevard, for

a distance of 683.7 feet to a point; thence to the left and along the arc of a circle of 29.9 feet radius, for a distance of 60.6 feet to a point; thence along the tangent to said arc at said point for a distance of 180.6 feet; thence to the left and along the arc of a circle of 317.3 feet radius, for a distance of 85.8 feet; thence along the tangent to said arc, for a distance of 90.1 feet; thence to the right and along the arc of a circle 735.8 feet radius, for a distance of 128.4 feet; thence to the right and along the arc of a circle of 290.6 feet radius for a distance of 142.1 feet; thence to the right and along the arc of a circle of 146.05 feet radius, for a distance of 139.8 feet; thence along the tangent to said arc a distance of 156.3 feet; thence to the left along the arc of a circle of 258.6 feet radius for a distance of 99.2 feet; thence along the tangent to said arc a distance of 286.5 feet; thence to the left and along the arc of a circle of 54.2 feet radius for a distance of 70.9 feet; thence along the tangent to said arc for a distance of 153.5 feet; thence to the right and along the arc of a circle of 192.8 feet radius for a distance of 235.5 feet; thence to the left and along the arc of a circle of 191.03 feet radius for a distance of 150.4 feet; thence along the tangent to said arc for a distance of 86 feet; thence to the left and along the arc of a circle of 133.2 feet radius for a distance of 112.7 feet; thence along the tangent to said arc for a distance of 101.3 feet; thence to the left and along the arc of a circle of 227.27 feet radius, for a distance of 88 feet; thence along the tangent to said arc for a distance of 322.5 feet to the point or place of beginning, containing 22 acres, more or less.

Also, the following described real property in Oklahoma County and State of Oklahoma: Lots numbered Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26), Twenty-seven (27) and Twenty-eight (28) in Block Numbered Thirteen (13), in Bell Varn Addition Oklahoma City, as shown by therecorded plat thereof.

Also, the following described real property and premises, situated in Oklahoma County, State of Oklahoma, to-wit: Lots numbered Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15) and Sixteen (16) in Block numbered One (1) in University Addition to Oklahoma City, as shown by the recorded plat thereof.

Also, the following described real property and premises, situate in Oklahoma County, State of Oklahoma, to-wit: Lot lettered "A" in Block numbered One (1) in Young's Englewood Addition to Oklahoma City, as shown by the recorded amended plat of Lots One (1) to Sixteen (16) and Thirty-one (31) to Thirty-six (36).

Also, the following described real property and premises, situate in Oklahoma County, State of Oklahoma, to-wit: Lots numbered One (1) to Eight (8) inclusive, in Block numbered Nine (9); Lots numbered One (1) to Eight (8) inclusive in Block numbered Ten (10); all of block numbered Eleven (11), in Shar-tel Boulevard Addition to Oklahoma City, as shown by the recorded plat thereof.

Also, the following described real property and premises, situate in Oklahoma County, State of Oklahoma, to-wit: All of Block Eighty-eight (88), consisting of lots one (1) to forty-eight (48) inclusive; and the West half of Block Nine (9) consisting of lots Thirteen (13) to Twenty-four (24) and Twenty-five (25) to Thirty-six (36) inclusive; and the East half of Block Fourteen (14) consisting of Lots One (1) to Twelve (12) and Thirty-seven (37) to Forty-eight (48) inclus-

ive; all situated in the Industrial Addition to Oklahoma City, Oklahoma, as shown by the recorded plat thereof.

The conveyance of the tract last above described is made with the express understanding that a strip twenty-five feet wide on the East side of the property conveyed in Block Nine (9) consisting of Lots ~~XXXXXX XXXX XXXX~~ fourteen (14) ~~XXXX XXXX XXXX XXXX~~ and Thirty-six (36); and a strip twenty-five feet wide on the West side of the property conveyed in Block Fourteen (14) consisting of Lots ~~XXXXXX XXXX XXXX~~ Twelve (12) ~~XXXX XXXX XXXX XXXX~~ and Thirty-eight (38) be dedicated for street purposes in order to provide for traffic between Blocks;

together with all improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said party of the second part, its heirs and assigns forever, free, clear and discharged of and from all former grants, charges, taxes and judgments, mortgages and other liens and encumbrances of whatsoever nature.

Executed and Delivered this 26th day of April, A. D. 1912.

PACKINGHOUSE DEVELOPMENT COMPANY,

By

J. M. Owen

Its President.

ATTEST:

L. C. McClure
Its Secretary

State of Oklahoma,)

SS.

Oklahoma County.)

Before me, Pearl K. McAdams, a Notary Public in and for said County and State on this 26th day of April, 1912, personally appeared J. M. Owen to me known to be the identical person who signed the name of the maker thereof 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 said corporation, for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year above set forth.

Pearl K. McAdams
Notary Public.

My commission expires January 10th, 1916.

82-10 141
13596 83-1

W.D.
Pelkey Ave
Dec 10 @

att 9 att

FILED

5/3/12

C. R. GOUCHER, City Clerk
REFERRED TO

STATE OF OKLAHOMA

Oklahoma County

This instrument was filed for record

on 30 day of April

at 1045 A. M. 1912

in Book 141 Page 293

of Exhibit

Witness Myself

300

made atty clerk

pt n.c. 5-11-30

relected

W A R R A N T Y D E E D.

Know all men by these presents: That PACKINGHOUSE DEVELOPMENT COMPANY, a corporation, of Oklahoma County, in the State of Oklahoma, party of the first part, in consideration of the sum of One Dollar (\$1.00), in hand paid, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey unto the CITY OF OKLAHOMA CITY, a municipal corporation, of Oklahoma County, in the State of Oklahoma, party of the second part, the following described real property and premises situated in Oklahoma County, in the State of Oklahoma, to-wit;

This deed is given to correct two former deeds given by the party of the first part, to the party of the second part. One dated the 24th day of January A.D.1911 and filed for record the 24th day of June A.D.1911 at 9:10 A.M. and recorded in book 122 of Deeds at pages 460 and 461 of the records of the office of the register of deeds of Oklahoma County, in the State of Oklahoma covering the following described property. The other deed dated the 26th day of April A.D.1912 and filed for record the 30th day of April A.D.1912 at 10:45 A.M. and recorded in book 141 of Deeds at pages 293, 294, and 295 in so far as same is affected by the three (3) following descriptions situated in a part or portion of the Government lots Two (2), Three (3), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), and Eighteen (18) or a part or portion of the Northeast Quarter (N.E. 1/4) of Section Five (5) in Township Eleven (11) North, Range Three (3) West of the Indian Meridian, described as Three (3) separate Tracts, to-wit;

Tract One (1): Commencing at the northwest corner of the said quarter section; thence East and along the north side of said quarter section a distance of one thousand twentytwo and seventyfive hundredths (1022.75) feet; thence south a distance of seven hundred sixtythree (763) feet; thence west parallel with the north line of said quarter section a distance of one thousand twentyfive and nine tenths (1025.9) feet to the west line of said quarter section; thence north and along the west side of said quarter section a distance of seven hundred sixtythree (763) feet to the point or place of beginning, (excepting that part or portion of Government Lot Four (4) lying in the Northeast quarter of Section Five (5) in Township Eleven (11) North Range Three (3) West of the Indian Meridian) containing about Seventeen

and twentyone hundredths(17.21) acres more or less.

Tract Two(2): Commencing at a point in the west line of the northeast quarter of said section Five (5) Township Eleven (11) North Range Three (3) West of the Indian Meridian, One hundred eighty-nine and two tenths (189.2) feet north of the southwest corner of said quarter section; thence north and along the west line of said quarter section a distance of twelve hundred twentythree (1223) feet to the North Bank of the North Canadian River; thence on an angle of forty-one (41) degrees and Fifteen(15) minutes to the Right for a distance of Eightyseven and eight tenths (87.8) feet; thence on an angle of twenty-one (21) degrees and thirty (30) minutes to the left a distance of two hundred seventythree (273) feet to a point nine hundred nineteen and seventyfive hundredths (919.75) feet south of the north line of said quarter section and one hundred fifty (150) feet east of the west line of said quarter section; thence on an angle sixtynine (69) degrees and fiftytwo(52) minutes to the right for a distance of six hundred ten(610) feet, being parallel with the north line of said quarter section to the point of a curve to the right whose radius is eight hundred twentyeight and twentyfive hundredths (828.25) feet for a distance along said curve six hundred sixtytwo (662) feet to the intersection with the north and west line of Exchange Avenue diagonally across said quarter section; thence in a southwesterly direction along the north west line of Exchange Avenue for a distance of Eighteen hundred eightysix (1886) feet to the point or place of beginning, containing about twentysix and fortyfive hundredths (26.45) acres more or less.

Tract Three (3): Commencing at the southwest corner of said northeast quarter of section Five (5) in Township Eleven (11) North, Range Three (3) West of the Indian Meridian; thence north along the west line of said quarter section a distance of twentyone and three tenths (21.3) feet more or less to the intersection of the south and east line of Exchange Avenue with the west line of said quarter section; thence on an angle fortysix (46) degrees and eight (8) minutes to the right in a northeasterly direction along the south and east line of Exchange Avenue for a distance of Nineteen hundred twentyone and eight tenths (1921.8) feet more or less to the southwest corner of Block Nine (9) Delmar Garden addition to Oklahoma City, as shown

by the recorded plat thereof; thence on an angle of ninety (90) degrees to the right along the said southerly line of said Block Nine (9) Delmar Garden addition to Oklahoma City for a distance of seven hundred sixtyone (761) feet; thence on an angle of fortythree (43) degrees and thirtyseven (37) minutes to the right for a distance of fortythree and five tenths (43.5) feet; thence on an angle of fortythree (43) degrees and thirtyseven (37) minutes to the left for a distance of five hundred fiftyone and fifty five hundredths (551.55) feet; thence on an angle to the left of fortysix (46) degrees and twenty (20) minutes for a distance of one hundred fiftyfour and eight tenths (154.8) feet; thence on an angle of ninety (90) degrees and eleven (11) minutes to the right for a distance of three hundred sixtyfive and two tenths (365.2) feet to a point in the south line of said quarter section one hundred ninetyeight (198) feet west of the southeast corner of said quarter section: thence on an angle of Ninety (90) degrees and eleven (11) minutes to the right for a distance of twentyfour hundred fiftytwo and five tenths (2452.5) feet along the south line of said quarter section to the point or place of beginning. containing about forty & sixtyeight hundredths (40.68) acres more or less.

The above three (3) tracts are the same as Tracts One (1), Two (2) and Three (3) Delmar Park.

together with all improvements thereon and the appurtenances thereunto belonging and warrant the title to the same.

To Have and to Hold said described premises unto the said party of the second part, its successors or assigns forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.

Executed and delivered this _____ day of _____
A.D. 1914.

By _____
President

Attest _____
Secretary.

State of Oklahoma,)
 Oklahoma County,) ss.

Before me the undersigned a notary public in and for said
 County and state on this _____ day of _____ A.D. 1914
 personally appeared _____ to me

known to be the identical person who subscribed the name of the maker
 thereof 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
 said corporation, for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above
 set forth.

My commission expires _____

 Notary Public.

Center Road

#225

Corral

Direct
Deal