### **DEED OF DEDICATION**

### KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, CHEENEAH MARIA ARMSTRONG, the owner of the legal and equitable title to the following described real estate situated in the City of Broken Arrow, Tulsa County, Oklahoma, for and in consideration of the sum of One Dollar (\$1.00), cash in hand, paid by the City of Broken Arrow, Oklahoma and other good and valuable considerations, receipt of which are hereby acknowledged, does hereby dedicate to the City of Broken Arrow for the benefit of the public, forever, the following described property, to wit:

#### SEE EXHIBIT "A"

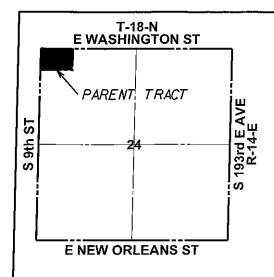
Together with all the improvements thereon and appurtenances thereunto belonging.

TO HAVE TO HOLD such property unto the City of Broken Arrow, Oklahoma, a municipal corporation, its successors and assigns, forever.

DATED this 17 day of January 2025.

Cheeneah Maria Armstrong

State of <u>Connecticut</u> ) §. County of <u>Hartford</u> )	H
Before me, the undersigned, a Notary Public within an identical person who executed the within and foregoing in the executed the same as her free and voluntary act and described the same as her free and described	n and for said County and State, on the $\frac{17}{12}$ day of leah Maria Armstrong, to me known to be the astrument in writing and acknowledged to me that
IN WITNESS WHEREOF, I have hereunto set re year last above written.	ny hand and affixed my official seal the day and
My Commission Expires: Cotober 31-2026  MATILDA PETRELA  Notary Public, State of Connecticut  My Commission Expires Oct. 31, 2026	Notary Public
Approved as to Form:	Approved as to Substance:
CITY of Broken Arrow, Oklahoma,	CITY of Broken Arrow, Oklahoma, A municipal corporation
A municipal corporation	A municipal corporation
Assistant City Attorney	Michael L. Spurgeon, City Manager
	Attest:
Engineer: £LR Checked: 1/28/25 Project: ST2027 9th Street Widening-Houston to Washington Parcel 1.0	City Clerk



Parcel No.: 1.0 County: Tulsa

Legal Description: See Exhibit "A"

Project Number: ST2027

**LEGEND** 

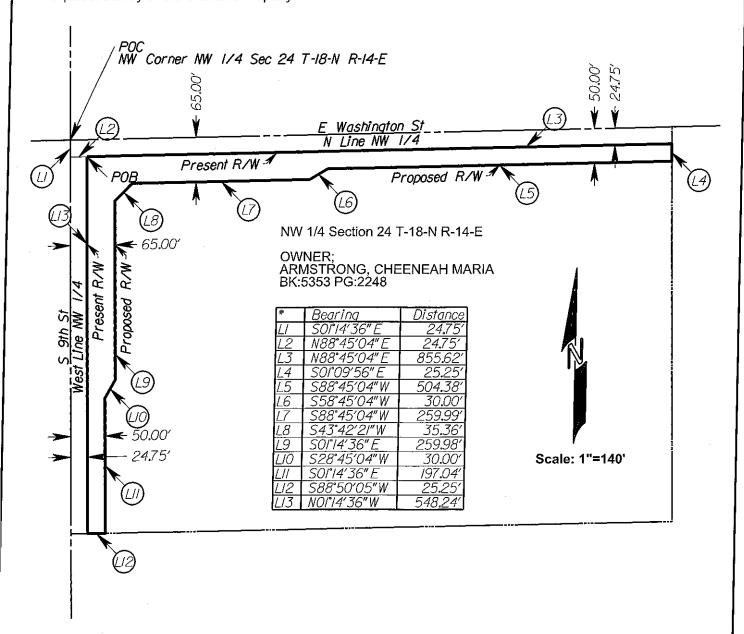
POB - Point of Beginning POC - Point of Commencement

SPC - State Plane Coordinates R/W - Right- of- Way

Tract Area	504,769	S.F.	11.59 Acres
Existing R/W	35,358	S.F.	0.81 Acres
Proposed R/W	44,287	S.F.	1.02 Acres
Rem in Tract	425,124	S.F.	9.76 Acres
Perpetual Easement		S.F.	<ul> <li>Acres</li> </ul>
Temp Construction Easement		S.F.	- Acres
Drainage Easement	-	S.F.	- Acres

#### **EXHIBIT NOTES**

1. This Exhibit is a sketch descriptive only of size, shape and location of the proposed Right-of-Way easement and does not constitute a plat of survey of the Grantor's Property.



# **EXHIBIT "A"**

# PROPOSED PERMANENT RIGHT-OF-WAY

# PARCEL 1.0 CITY PROJECT NO. ST2027

### PROPOSED RIGHT-OF-WAY LEGAL

A parcel of land lying in the NW 1/4 of Section 24, Township 18 North, Range 14 East, City of Broken Arrow, Tulsa County, State of Oklahoma, said parcel being more particularly described as follows:

Commencing at the NW Corner of said Section 24; thence a distance of 24.75 feet, on a bearing of S01°14'36"E (being the basis of bearings for this description) along the West line of said NW 1/4: thence a distance of 24.75 feet, on a bearing of N88°45'04"E to a point on the present Southerly Right-of-Way line for East Washington Street same being a line 24.75 feet South of and parallel with the North line of said NW 1/4 as well as the Point of Beginning; thence N88°45'04"E along said present Southerly Right-of-Way line and parallel a line, a distance of 855.62 feet; thence S01°09'56"E, a distance of 25.25 feet to a point on a line being 50.00 feet South of and parallel with the North line of said NW 1/4; thence S88°45'04"W along said parallel line, a distance of 504.38 feet; thence S58°45'04"W, a distance of 30.00 feet to a point on a line being 65.00 feet South of and parallel with the North line of said NW 1/4; thence S88°45'04"W along said parallel line, a distance of 259.99 feet; thence S43°42'21"W, a distance of 35.36 feet to a point on a line being 65.00 feet East of and parallel with the West line of said NW 1/4; thence S01°14'36"E along said parallel line a distance of 259.98 feet; thence S28°45'04"W, a distance of 30.00 feet to point on a line being 50.00 feet East of and parallel with the West line of said NW 1/4: thence S01°14'36"E along said parallel line, a distance of 197.04 feet; thence S88°50'05"W, a distance of 25.25 feet to a point on the present Easterly Right-of-Way line for South 9th Street same being a line 24.75 feet East of and parallel with the West line of said NW 1/4; thence N01°14'36"W along said present Right-of-Way line and parallel line, a distance of 548.24 feet to the Point of Beginning.

Said parcel containing 44,287 square feet, or 1.02 acres more or less and being subject to all easements and Rights-of-Way of record.

### SURVEYOR'S CERTIFICATE

I, Carey E. Harris, PLS, Keystone Engineering and Land Surveying, Inc., certify that the attached legal description closes in accord with existing records, is a true representation of the real property described, and meets the minimum technical standards for land surveying of the state of Oklahoma.

Witness my hand and seal this 2nd day of February 2021.

Carey E

Harris

Carey E. Harris, P.L.S. #1719 C.A. No.: 5877

Expires: 6/30/21

### **Exhibit to Deed**

## AFFIDAVIT OF LAND OR MINERAL OWNERSHIP: EXEMPT BUSINESS OR TRUST

STATE OF OKLAHOMA	) .		
	)	ss.	
COUNTY OF TULSA	)		

TO: THE ATTORNEY GENERAL OF THE STATE OF OKLAHOMA

Before me, the undersigned Michael L. Spurgeon (list legal name and any aliases) (the "Affiant"), who, having been first duly sworn, deposes and states as of the date of this Affidavit:

- 1. I am eighteen (18) years of age or older and have personal knowledge of the statements made herein.
- 2. I am a/an <u>City Manager</u> (role, such as titled officer or trustee) of <u>City of Broken Arrow</u>, a <u>municipal corporation</u> (legal name, along with any trade or fictitious names, of business, trust, or other legal entity) (referred to herein as the "Entity"). I am duly authorized to record this Affidavit on behalf of the Entity, which took title to the real property identified in the Deed to which this Affidavit is attached (the "Property"), and to bind the Entity for the consequences of any false statements in this Affidavit.
- 3. This Affidavit is executed in accordance with and pursuant to 60 O.S. § 121, which provides in part as follows:

No alien or any person who is not a citizen of the United States shall acquire title to or own land in this state either directly or indirectly through a business entity or trust, except as hereinafter provided, but he or she shall have and enjoy in this state such rights as to personal property as are, or shall be accorded a citizen of the United States under the laws of the nation to which such alien belongs, or by the treaties of such nation with the United States, except as the same may be affected by the provisions of Section 121 et seq. of this title or the Constitution of this state. Provided, however, the requirements of this subsection shall not apply to a business entity that is engaged in regulated interstate commerce in accordance with federal law.

4. For purposes of this Affidavit, I acknowledge and understand that to be "engaged in regulated interstate commerce in accordance with federal law," means all the Entity's business activities in Oklahoma must be either: (a) expressly permitted by federal regulation or federal law, or (b) not prohibited by federal regulation or federal law. I further acknowledge and understand that an entity engaged in or supporting the cultivation of marijuana in Oklahoma is not "engaged in regulated interstate commerce in accordance with federal law." I have read the provisions of 60 O.S. § 121 and this Affidavit and certify that the Entity is engaged in regulated interstate commerce in accordance with federal law."

# OAG 2023-3 - BUSINESS/TRUST EXEMPTION

5. No funding source is being used in the sale or transfer of the Property in violation of section 121 or any other state or federal law.
6. I acknowledge and understand that making or causing to be made a false statement in this affidavit may subject me to criminal prosecution for perjury and/or subject me and/or the Entity to being liable for actual damages suffered or incurred by any person or other entity as a result or consequence of the making of or reliance upon such false statement.
FURTHER AFFIANT SAYETH NOT.
AFFIANT, individually, and as authorized agent of the Entity  Date
The foregoing instrument was acknowledged before me thisday of, 2025, by Michael L Spurgeon.
NOTARY PUBLIC