

GENERAL WARRANTY DEED

This Indenture: Made this ___ day of 4/16/17 2017 between **STEPHEN JAMES PHILIPS**, party(ies) of the first part, hereinafter called Grantor(s) and the **CITY OF BROKEN ARROW, OKLAHOMA**, a municipal corporation, party of the second part, hereinafter called Grantee.

WITNESSETH: That in consideration of the sum of Ten Dollars (\$10.00) and other goods and considerations, receipt of which is hereby acknowledged, said party grantor does, by these presents, grant, bargain, sell and convey unto Grantee, their heirs and assigns, all of the following described real estate, situated in the County of Wagoner, State of Oklahoma, to wit:

SEE EXHIBIT "A"

EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. 3202 (11)

And said Grantor, for themselves and their heirs, executors, and administrators, does hereby covenant, promise and agree to and with said Grantee, at the delivery of these presents that he/she is lawfully seized in his/her own right of an absolute and indefeasible estate of inheritance in fee simple, of and in all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, and discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of whatsoever nature and kind, EXCEPT: Easements, building restrictions of record and special assessments not yet due; and that Grantor will WARRANT AND FOREVER DEFEND the same unto the said Grantee, its successors or assigns, against said Grantor, his/her heirs and assigns and every person or persons whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 4 day of April, 2017

Stephen James Phillips
Stephen James Phillips

State of Oklahoma)
) §
County of Tulsa)

Before me, the undersigned Notary Public, in and for said County and State, on this 6 day of April, 2017, personally appeared Stephen James Phillips known to me to be the identical person who executed the within and foregoing instrument in writing and acknowledged to me that he/she executed the same as his/her and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last written above.

My Commission expires: 5/12/19

Kellen Williams
Notary Public

Approved as to Form:

Approved as to Substance:

Asst. City Attorney

City Manager

Engineer [Signature] checked: 04/06/17
Project: ST1708: 4th Street Sidewalk

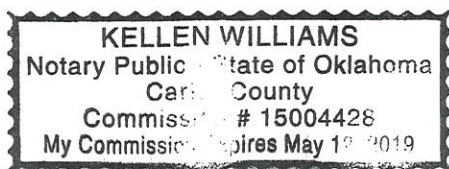
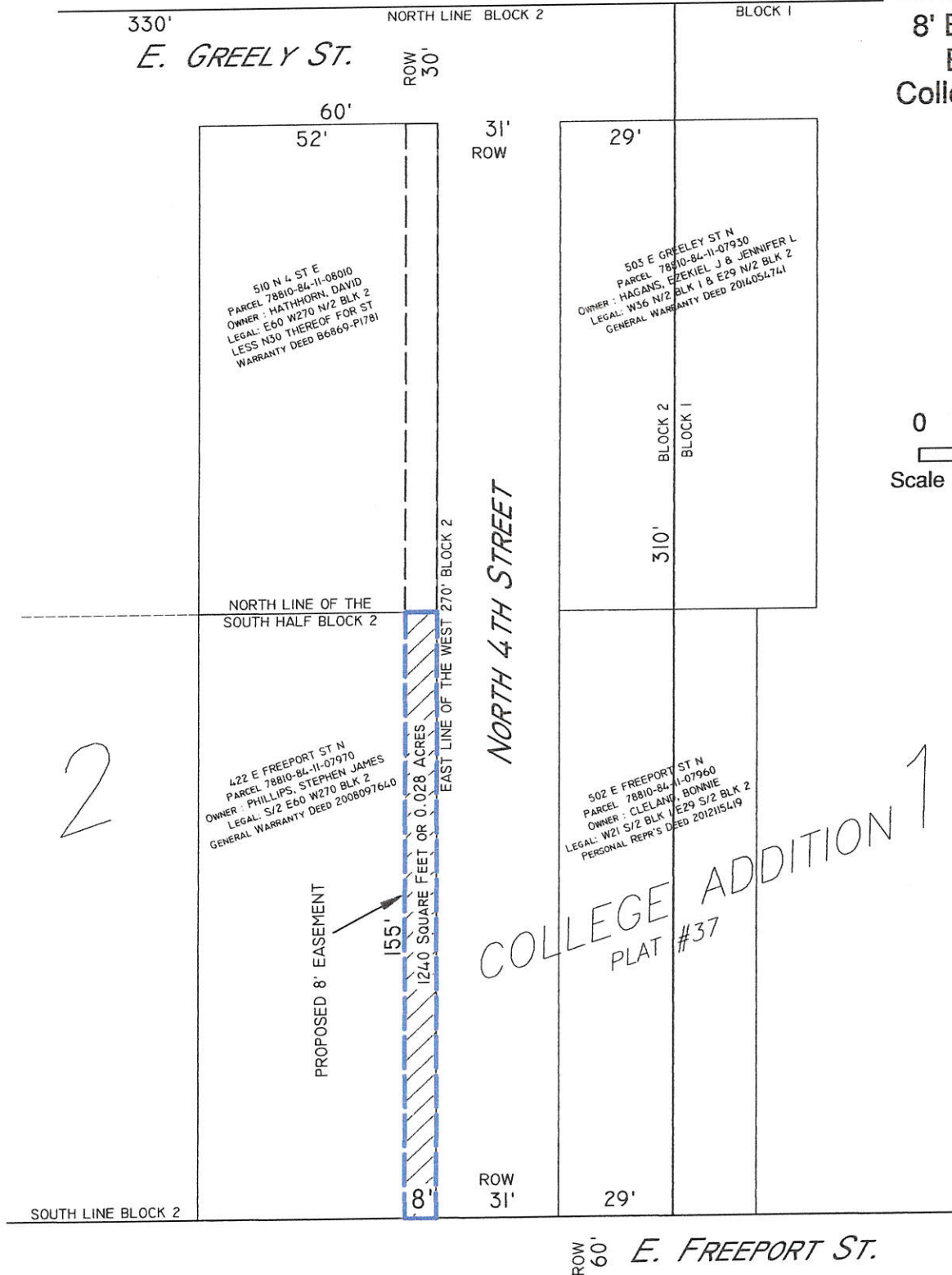


EXHIBIT "A"
8' EASEMENT
B2 South
College Addition



0 40 80
 Scale 1 Inch / 80 Feet

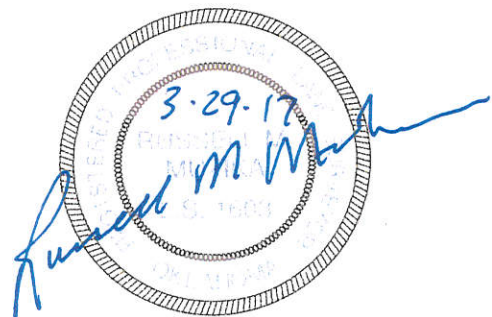


LEGAL DESCRIPTION:

The East 8.00 feet of the South Half (S/2) of the East Sixty (60) feet of the West Two Hundred Seventy (270) feet of Block Two (2), COLLEGE ADDITION to the City of Broken Arrow, Tulsa County, State of Oklahoma according to the Recorded Plat No 37.

Having an Area of 1240 Square Feet or 0.028 Acres

This legal description meets the minimum technical standards for legal descriptions in the State of Oklahoma.
 Prepared by Russell M. Muzika, Oklahoma PLS No. 1603



GEODECA LLC | P.O.Box 330281 | Tulsa, Oklahoma 74133 | 918 949 4064 | CA # 5524 exp 6/30/2018



Easement: B2 South	DATE: 3/29/17
PRJ: ST1708/WL1701	DRAWN BY: RMM
PARCEL: 78810-84-11-07970	SCALE: 1: 40
REV: 0	CHK'D BY:

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That all undersigned, STEVEN JAMES PHILLIPS, the Owner(s), of the legal and equitable title to the following described real estate situated in Tulsa County, State of 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, do(es) hereby grant and convey unto the said City of Broken Arrow, County of Tulsa, State of Oklahoma, a temporary easement, through, over, and under, and across the following described property, situated in said County, to-wit:

SEE EXHIBIT "A"
EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. 3202 (11)

for a period of not more than 12 months from the date of the start of construction. This grant of temporary right to use and occupy is given for the purpose of permitting the City of Broken Arrow, its employees, representatives, agents, and/or persons under contract with it, to use said described property for construction of a trunk sewer line.

That the Owner(s) agree that this temporary construction easement shall be binding upon their heirs, executors, administrators and personal representatives during the term hereof and further agree that in the event the premises covered by this temporary construction easement are sold, assigned or conveyed, that the purchaser or grantee thereof will be advised of the existence of this temporary grant and that said sale during said term shall be made subject to the rights herein given.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 6 day of April 2017.

Stephen Phillips

Steven James Phillips

State of Oklahoma)
) §
County of Tulsa)

Before me, the undersigned, a Notary Public within and for said County and State, on this 4 day of April 2017, personally appeared Steven James Phillips to me known to be the identical person(s) who executed the within and foregoing instrument as the free and voluntary act and deed of such person for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My Commission expires: 5/12/19

Kellen Williams

Notary Public

Approved as to Form:

Approved as to Substance:

Asst. City Attorney

City Manager

Engineer: *[Signature]* checked: 04/06/17
Project: ST1708: 4th Street Sidewalk

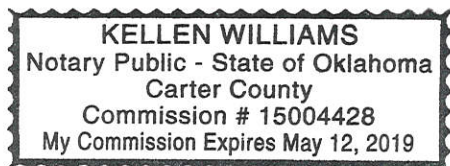


EXHIBIT "A" STEPHEN PHILLIPS TEMPORARY CONSTRUCTION

OWNER:

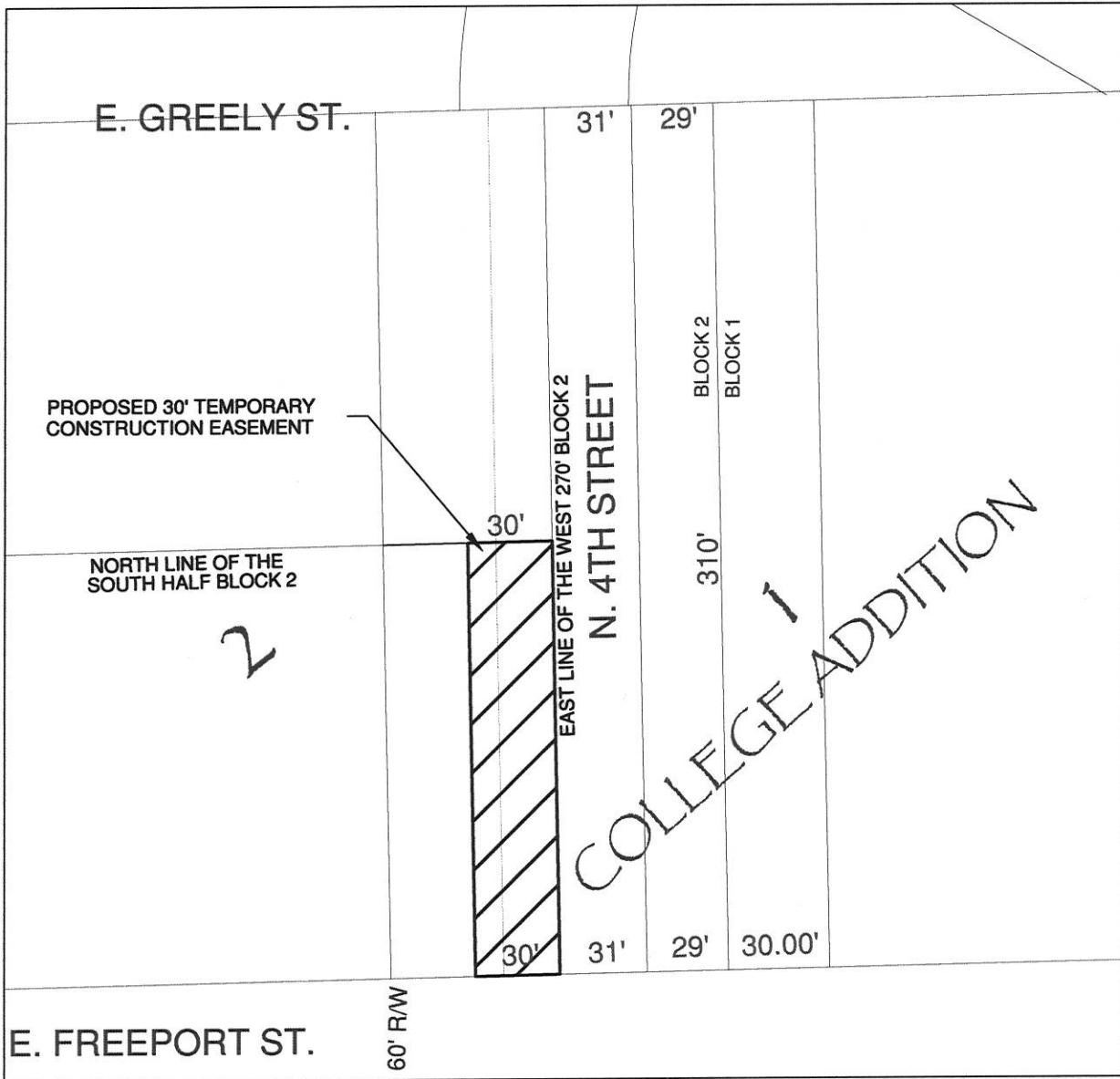
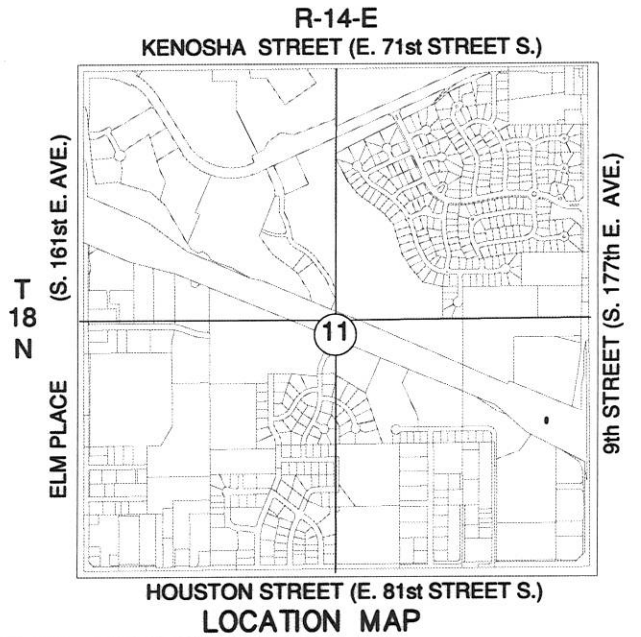
STEPHEN JAMES PHILLIPS

ADDRESS:

422 E. FREEPORT
BROKEN ARROW, OKLAHOMA 74012

STATEMENT OF BEARINGS:

ALL BEARINGS ON THIS PLAT OF SURVEY ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM.



LEGAL DESCRIPTION

THE EAST 30 FEET OF THE SOUTH HALF (S/2) OF THE WEST TWO HUNDRED SEVENTY (270) FEET OF BLOCK TWO (2), COLLEGE ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA ACCORDING TO THE RECORDED PLAT NO. 37.

CERTIFICATION

THIS PLAT OF SURVEY MEETS THE MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

SURVEYOR'S NAME _____ LICENSE NUMBER _____



**CITY OF
BROKEN ARROW**
Where opportunity lives

PARCEL - TCE	DATE-APRIL 2017
DRAWING- 4TH STREET	DRAWN BY-TLT
REV -	SCALE -1: 800
	CHK'D BY -TDH

DONATION CERTIFICATE

Project: ST1708 County: Tulsa State: OK Parcel: 1

I, the undersigned, certify that I am fully aware of the use of this parcel of property for the following purpose:

- a. As a permanent right-of-way
- b. As a permanent easement
- c. As a temporary construction easement

X
X

I, hereby, elect to convey use of this parcel of property to the City of Broken Arrow, Oklahoma by:

- a. **Donation**
- b. **Sale**

NOTE: (Owner (s) / signer (s) enter initials in appropriate brackets)

[Signature]
Agent Signature

Acquisition Agent

4/6/17
Date

[Signature]
Signature

Stephen James Phillips

4/6/17
Date