

## GENERAL WARRANTY DEED

THIS INDENTURE is made this 19th day of May, 2025, between **ROBERT E. SAMUEL AND FRAN SAMUEL**, party of the first part, and **CITY OF BROKEN ARROW, OKLAHOMA**, a municipal corporation, party of the second part.

WITNESSETH, That in consideration of the sum of Ten and No/100 Dollars (\$10.00), the receipt of which is hereby acknowledged, said party of the first part does by these presents, grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all of their right, title and interest in and to the all of the following described real estate and premises, and including all right, title and interest in and to the airspace, light, view above the surface, including any previously dedicated roadway of the following described real estate situated in the County of **TULSA**, State of Oklahoma, to-wit:

**SEE EXHIBIT "A"**


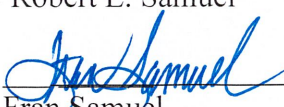
**EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. 3202 (11).**

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

And said party of the first part, its successors and assigns, does hereby covenant, promise and agree to and with said party of the second part at the delivery of these presents it is lawfully seized in its 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 of and from all former grants, charges, judgments, taxes, assessments, mortgages and other liens and encumbrances of whatsoever nature, EXCEPT, taxes and assessments not yet due, restrictions, covenants and easements of record, and that party of the first part will WARRANT AND FOREVER DEFEND the same unto the said party of the second part, successors and assigns, against said party of the first part, its successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said party of the first part hereto has caused these presents to be signed in its name the day and year first above written.

Return to:  
City of Broken Arrow  
City Clerk  
PO Box 610  
Broken Arrow, OK 74013

  
\_\_\_\_\_  
Robert E. Samuel  
  
\_\_\_\_\_  
Fran Samuel

[illegible]

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 22<sup>nd</sup> day of May, 2025, personally appeared ROBERT E. SAMUEL AND FRANK E. SAMUEL, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that she executed the same as her free and voluntary act and deed on behalf of the beneficiaries of the trust, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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



NOTARY PUBLIC

Approved as to Form:  
CITY of Broken Arrow, Oklahoma,  
A municipal corporation

Sh. Pr.

Assistant City Attorney

Approved as to Substance:  
CITY of Broken Arrow, Oklahoma,  
A municipal corporation

Michael L. Spurgeon, City Manager

Attest:

Engineer: RS Checked: 5/28/25  
Project: 9<sup>th</sup> Street and Washington Street Intersection  
Improvements ST2027 P.7.0

City Clerk

## EXHIBIT "A"

### PROPOSED PERMANENT RIGHT-OF-WAY

PARCEL 7.0

CITY PROJECT NO. ST2027

### PROPOSED RIGHT-OF-WAY LEGAL

A parcel of land lying in the SE 1/4 of Section 14, 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 SE Corner of said Section 14; thence a distance of 831.09 feet, on a bearing of N01°17'37"W (being the basis of bearings for this description) along the East line of said SE 1/4; thence a distance of 24.75 feet, on a bearing of S88°42'23"W to a point on the present Westerly Right-of-Way line for South 9<sup>th</sup> Street same being a line 24.75 feet West of and parallel with the East line of said SE 1/4 as well as the Point of Beginning; thence continuing S88°42'23"W, a distance of 25.25 feet to a point on a line being 50.00 feet West of and parallel with the East line of said SE 1/4; thence N01°17'37"W along said parallel line, a distance of 164.72 feet; thence N88°35'45"E, a distance of 25.25 feet to a point on the aforesaid present Westerly Right-of-Way line and parallel line; thence S01°17'37"E along said present Westerly Right-of-Way line and parallel line, a distance of 164.77 feet to the Point of Beginning.


Said parcel containing 4,160 square feet, or 0.10 acre 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, P.L.S. #1719

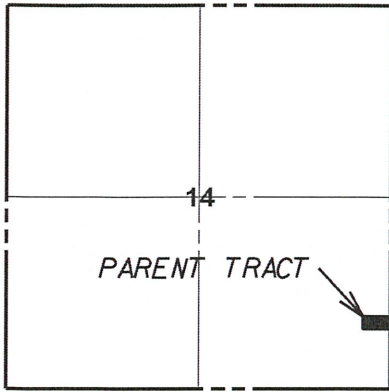
C.A. No.: 5877

Expires: 6/30/21



T-18-N  
E HOUSTON ST

S 161st E AVE



E WASHINGTON ST

Parcel No.: 7.0  
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	61,347	S.F.	1.41 Acres
Existing R/W	4,079	S.F.	0.09 Acres
Proposed R/W	4,160	S.F.	0.10 Acres
Rem in Tract	53,107	S.F.	1.22 Acres
Perpetual Easement	-	S.F.	- Acres
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.

