



January 13, 2017

Joseph Daniel Marion
520 Northwest 96th Terrace
Pembroke Pines, FL 33024

Dear Mr. Marion:

RE: WATERLINE IMPROVEMENTS, OLIVE ST: TUCSON TO NEW ORLEANS, PROJECT NO. WL1610

The City of Broken Arrow has completed the design phase and is beginning the right of way acquisition phase on the above named project. With a fair market value for the portion to be acquired now completed, the City is able to place a fair market value on the acquisitions and make an offer to you. The following offer is being made by the City subject to City Council approval:

Permanent Right of Way: 8,357.74 sq. ft. @ \$0.95/sq. ft. = \$7,939.85
Total Just Compensation Amount (Rounded) = \$7,940.00

Enclosed you will find a "Donation Certificate". Donations assist the City in its efforts to make infrastructure improvements. Please indicate on the form your decision to convey this right of way and utility easement either by donation (a) or by receiving compensation (b) and sign.

By your signature on this letter you have accepted the City's offer of \$7,940.00. Please return all documents to my attention for further processing. Please contact Kellen Williams if you have any questions about this offer. His direct number is 918-259-7000 ext. 5244. Please respond within 14 days of receipt of this letter.

Respectfully,
CITY OF BROKEN ARROW

Michael L. Spurgeon
City Manager

Joseph Daniel Marion

MLS/kmw

enc



January 13, 2017

Mary J. Marion
520 Northwest 96th Terrace
Pembroke Pines, FL 33024

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Respectfully,
CITY OF BROKEN ARROW

Michael L. Spurgeon
City Manager

Mary J. Marion

MLS/kmw

enc

GENERAL WARRANTY DEED

This Indenture: Made this 15 day of March ¹⁷ 2016 **JOSEPH DANIEL MARION AND MARY J. MARION**, 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.

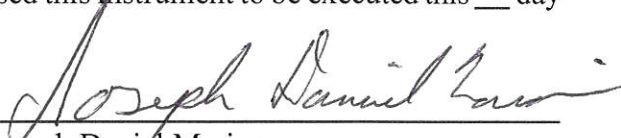
WITNESSETH: That in consideration of the sum of Ten Dollars (\$10.00) and other goods and considerations, receipt of which is hereby acknowledged, said party grantor does, by these presents, grant, bargain, sell and convey unto Grantee, their heirs and assigns, all of the following described real estate,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

SEE EXHIBIT "A"

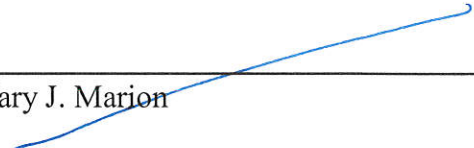
EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. 3202 (11)

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(he) 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 15 day of March, 2016¹⁷



Joseph Daniel Marion



Mary J. Marion

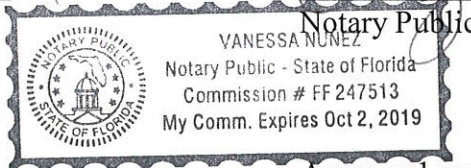
State of Florida)

County of Broward) §

Before me, the undersigned Notary Public, in and for said County and State, on this 15th day of March, 2017, personally appeared **JOSEPH DANIEL MARION**, known to me to be the identical person(s) 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: Oct. 2, 2019



Approved as to Form:

[Signature]

Asst. City Attorney

Approved as to Substance:

[Signature]
City Manager

Engineer [Signature] checked: 03/27/17

Project: Waterline Improvements, Olive St: Tucson to New Orleans, Project No. WL1610 Parcel 4

GENERAL WARRANTY DEED

This Indenture: Made this 15th day of March, 2017 **JOSEPH DANIEL MARION AND MARY J. MARION**, 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 Tulsa, State of Oklahoma, to wit:

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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 15 day of March, 2017

Joseph Daniel Marion

Mary J. Marion

Mary J. Marion

State of Connecticut
County of Hartford) §

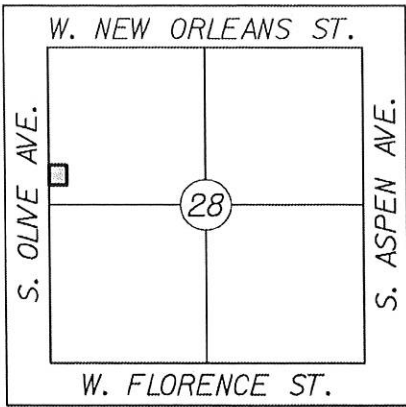
Before me, the undersigned Notary Public, in and for said County and State, on this 15 day of March, 2017, personally appeared **Mary J. Marion**, known to me to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he/she executed the same 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: 1.31.2019

Karen B Huntley
Notary Public

KAREN B. HUNTLEY
NOTARY PUBLIC
MY COMMISSION EXPIRES JAN. 31, 2019



JOB _____ BAMA WL-1610
 PARCEL NO. _____ 11
 COUNTY _____ TULSA

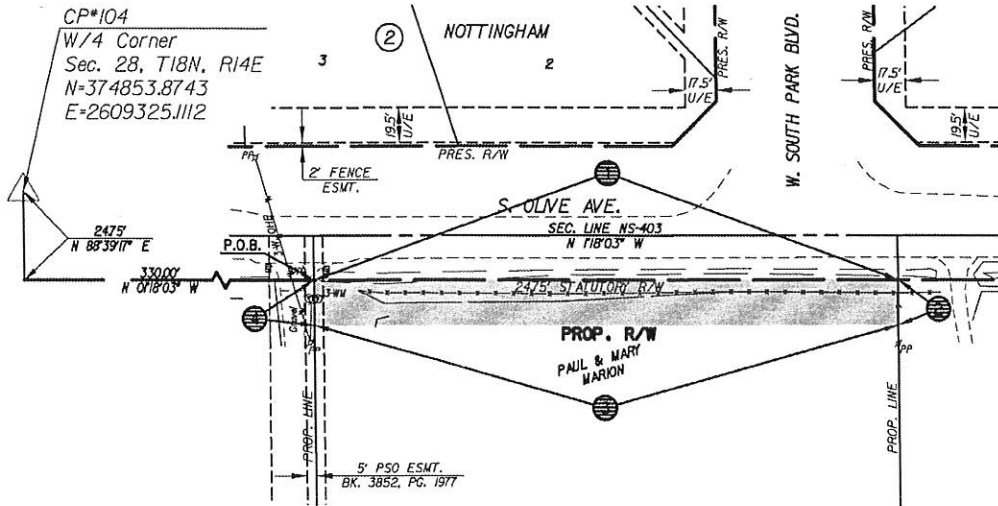
LEGAL DESCRIPTION A TRACT OF LAND LOCATED IN
THE S/2 OF THE SW/4 OF THE NW/4 OF SEC. 28,
T18N, R14E, TULSA COUNTY, STATE OF OKLAHOMA,
ACCORDING TO THE UNITED STATES GOVERNMENT
SURVEY THEREOF.

SEC 28 T 18N R 14E

BEFORE GROSS	436,236.57 S.F.	10.01 ACRES
EXISTING R/W	8,192.25 S.F.	0.19 ACRES
PERMANENT R/W	8,357.74 S.F.	0.19 ACRES
REM. IN QTR.	419,686.58 S.F.	9.63 ACRES
WATERLINE ESMT.	0.00 S.F.	0.00 ACRES
TEMP. CONST. ESMT.	0.00 S.F.	0.00 ACRES



BASIS OF BEARINGS
 The bearings shown herein or hereon are grid bearings derived from the NGS Oklahoma State Plane Coordinate System.



LINE DATA		
	BEARING	DISTANCE
①	N 01°18'03" W	331.00'
②	N 88°40'24" E	25.25'
③	S 01°18'03" E	331.00'
④	S 88°39'17" W	25.25'

