

GENERAL WARRANTY DEED

This Indenture: Made this 23 day of August, 2017 between **CHEATHAM RANCH, LLC** 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 23 day of August, 2017

Cheatham Ranch, LLC,

Mary Ann Cheatham
Mary Ann Cheatham, Managing Member

Aileen Cheatham Pollock, Managing Member

State of Illinois)
) §
County of Cook)

Before me, the undersigned Notary Public, in and for said County and State, on this 23 day of August, 2017, personally appeared Mary Ann Cheatham 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.

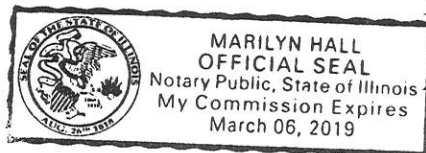
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last written above.

My Commission expires: 03/06/2019

Marilyn Hall

Notary Public

Approved as to Form:



Approved as to Substance:

Lesli Myers
Asst. City Attorney

City Manager

Engineer [Signature] checked: 08/29/17

Project: **ST1413 ROAD IMPROVEMENTS: 37TH STREET: HOUSTON TO ALBANY**

GENERAL WARRANTY DEED

This Indenture: Made this 17th day of August 2017 between **CHEATHAM RANCH, LLC.**, party of the first part, hereinafter called Grantor 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:

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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 17th day of August, 2017

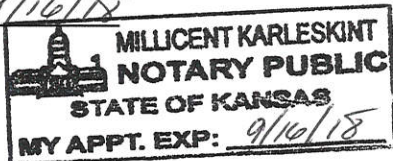
Aileen Pollock
Aileen Pollock, Managing Member

State of Kansas
County of Bourbon) §

Before me, the undersigned Notary Public, in and for said County and State, on this 17th day of August, 2017, personally appeared **Aileen Pollock** 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: 9/16/18 Millicent Karliskint
Notary Public



Approved as to Form:

Approved as to Substance:

Gesli Myers
Asst. City Attorney

City Manager

Engineer CRB checked: 08/29/17
Project: ST1413 Road Improvements: 37th St: Houston to Albany

EXHIBIT "A"
Cheatham Ranch, LLC
RIGHT OF WAY AQUISITION

LEGAL DESCRIPTION:

A tract of land lying in the Southwest Quarter Section 8, Township 18 North, Range 15 East of the Indian Meridian, Wagoner County, Oklahoma, being more particularly described as follows:

The east 25.25 feet of the west 50 feet of said Southwest Quarter lying north of the Creek Turnpike Right of Way, except existing right of way.

Said lands lying in the City of Broken Arrow, Wagoner County, Oklahoma and containing 18,030 square feet more or less.

This description was prepared on August 31, 2016 by Kevin J. Ingram, PLS Oklahoma Licensed Surveyor No. 1717
Basis of Bearings: Oklahoma Coordinate System 1983, North Zone Being N01°23'03"W along the west line of the SW ¼ of Sec. 8, T18N, R15E, I.M.

Kevin J. Ingram, PLS
MKEC Engineering, Inc.
1000 W. Wilshire Blvd., Suite 401
Oklahoma City, OK 73116
405-842-8558
Certificate of Authorization Number CA 2958, Expires June 30, 2017



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MKEC

Oklahoma City, OK 405-842-8558
CA - 2958 EXP. 6-30-2017

CITY OF
BROKEN ARROW
Where opportunity lives

PARCEL:RIGHT OF WAY
DRAWING:TRACT MAP 9a
REV:

PROJECT NO.1603010067
PAGE:1 of 2
DATE:AUGUST 2016
DRAWN BY:DSN
SCALE:1:100
CHK'D BY:JCM

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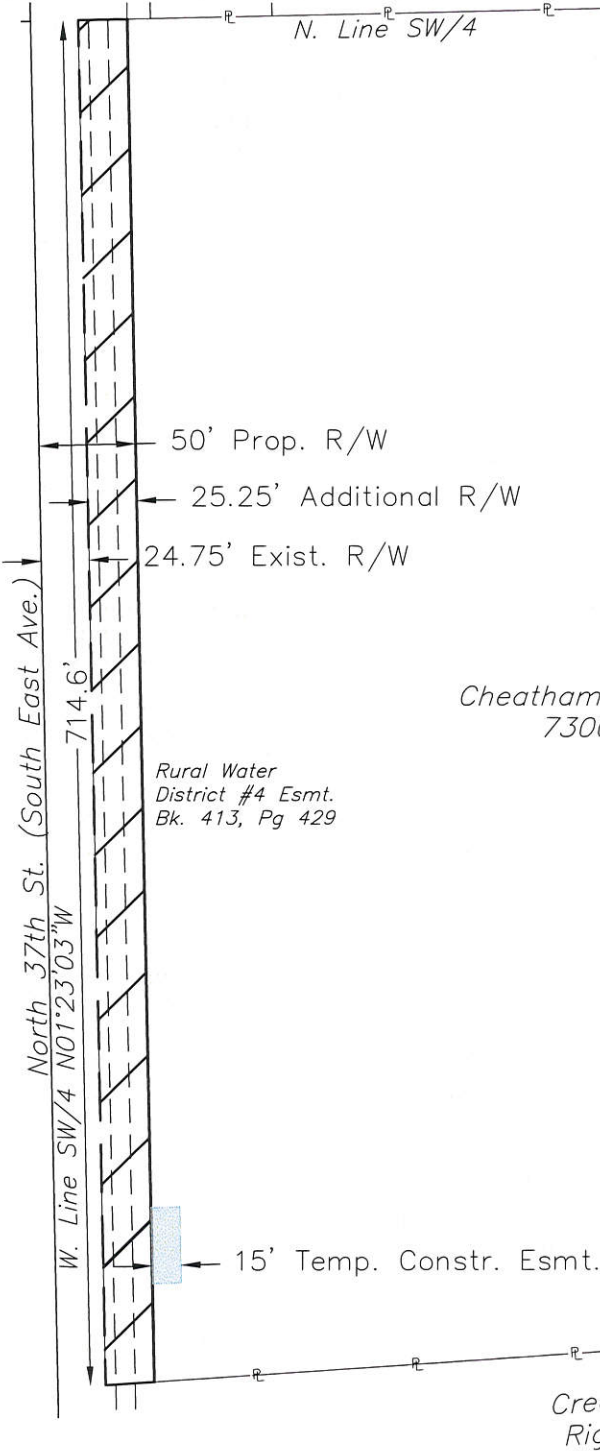
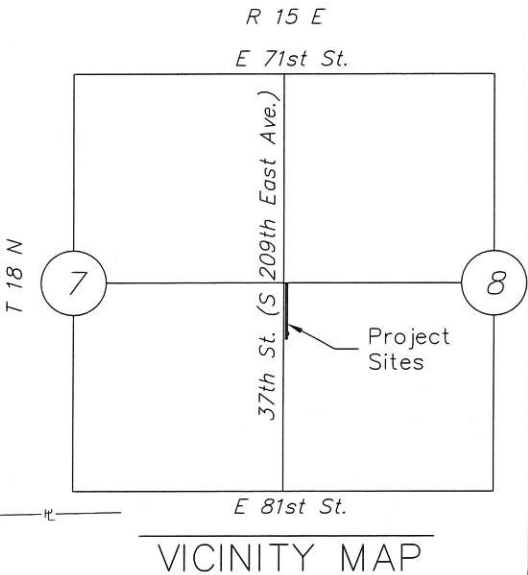
EXHIBIT "A"
Cheatham Ranch, LLC
RIGHT OF WAY AQUISITION

OWNER:
Cheatham Ranch, LLC

ADDRESS:
304 W 9th St
FT Scott, KS 66701

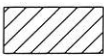
PROPERTY ID:
730007130

STATEMENT OF BEARINGS:
Basis of Bearings: Oklahoma Coordinate System
1983, North Zone Being N01°23'03"W along the
west line of the SW 1/4 of Sec. 8, T18N, R15E, I.M.



SCALE: 1" = 100'

LEGEND:



Right of Way Acquisition
=18,030 sq. ft.
Except Existing Right of Way
Temporary Construction Easements



THIS TRACT EXHIBIT DOES NOT
CONSTITUTE A BOUNDARY SURVEY PLAT

PROJECT NO.1603010067
PAGE: 2 of 2
DATE: AUGUST 2016
DRAWN BY:DSN
SCALE: 1:100
CHK'D BY:JCM



CITY OF
BROKEN ARROW
Where opportunity lives

PARCEL:RIGHT OF WAY
DRAWING: TRACT MAP 9a
REV: