

GENERAL WARRANTY DEED

THIS INDENTURE is made this 14 day of Jan, ²⁰²⁵~~2024~~, between
MARGARET COUCH SCRAPER, TRUSTEE OF THE MARGARET COUCH SCRAPER
FAMILY TRUST, DATED MARCH 23, 2006, 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.

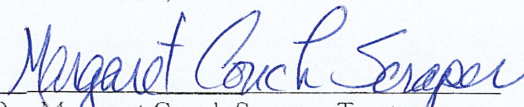
And said party of the first part, its successors and assigns, does hereby covenant,
promise and agree to and with said party of the second part at the delivery of these presents
it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance in
fee simple, of and in, all 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

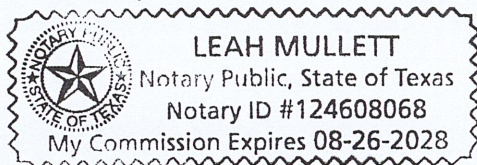
Margaret Couch Scrapper Family Trust,
dated March 23, 2006


By: Margaret Couch Scrapper, Trustee

STATE OF TEXAS)
COUNTY OF BRAZOS)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 14th day of January 2025, ~~2024~~, personally appeared Margaret Couch Scraper, Trustee of the Margaret Couch Scraper Family Trust, dated March 23, 2006, 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.



Leah Mullett

NOTARY PUBLIC

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

[Signature]

Assistant City Attorney

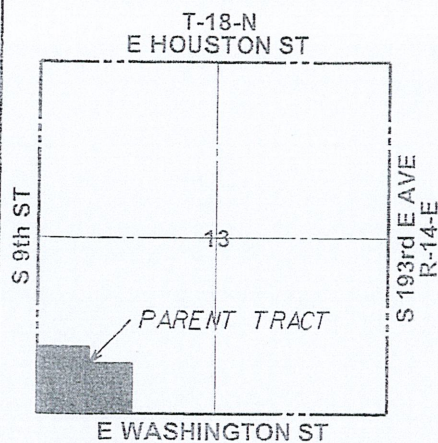
Approved as to Substance:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Michael L. Spurgeon, City Manager

Attest:

Engineer: ELR Checked: 11/26/24
Project: 9th Street and Washington Street Intersection
Improvements ST2027 P.3

City Clerk



Parcel No.: 3.0
 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	1,235.011	S.F.	28.35 Acres
Existing R/W	58,747	S.F.	1.35 Acres
Proposed R/W	68,150	S.F.	1.56 Acres
Rem in Tract	1,108,114	S.F.	25.44 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.

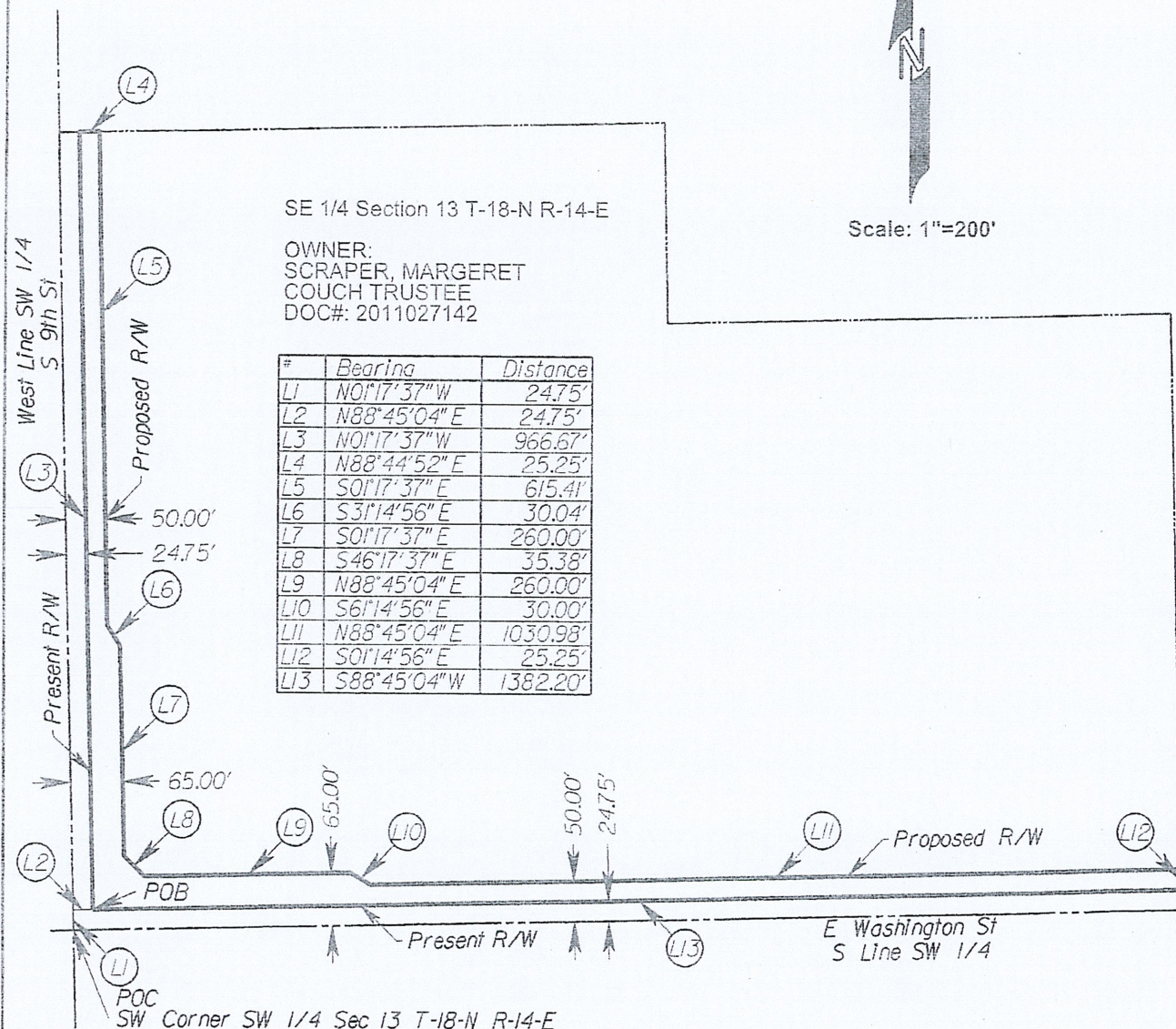


EXHIBIT "A"

PROPOSED PERMANENT RIGHT-OF-WAY

PARCEL 3.0

CITY PROJECT NO. ST2027

PROPOSED RIGHT-OF-WAY LEGAL

A parcel of land lying in the SW 1/4 of Section 13, 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 SW Corner of said Section 13; thence a distance of 24.75 feet, on a bearing of N01°17'37"W (being the basis of bearings for this description) along the West line of said SW 1/4; thence a distance of 24.75 feet, on a bearing of N88°45'04"E 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 SW 1/4 as well as the Point of Beginning; thence N01°17'37" W along said present Easterly Right-of-Way line and parallel line, a distance of 966.67 feet; thence N 88°44'52"E, a distance of 25.25 feet to a point on a line being 50.00 feet East of and parallel with the West line of said SW 1/4; thence S01°17'37"E along said parallel line, a distance of 615.41 feet; thence S31°14'56 E, a distance of 30.04 feet to a point on a line being 65.00 feet East of and parallel with the West line of said SW 1/4; thence S01°17'37"E along said parallel line, a distance of 260.00 feet; thence S46°17'37"E, a distance of 35.38 feet to a point on a line being 65.00 feet North of and parallel with the South line of said SW 1/4; thence N88°45'04"E along said parallel line, a distance of 260.00 feet; thence S61°14'56"E, a distance of 30.00 feet to a point on a line being 50.00 feet North of and parallel with the South line of said SW 1/4; thence N88°45'04"E along said parallel line, a distance of 1030.98 feet; thence S01°14'56"E, a distance of 25.25 feet to a point on the present Northerly Right-of-Way line for East Washington Street same being a line 24.75 feet North of and parallel with the South line of said SW 1/4; thence S88°45'04"W along said parallel line, a distance of 1382.20 feet to the Point of Beginning.

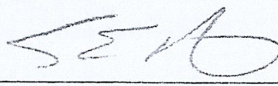
Said parcel containing 68,150 square feet, or 1.56 acres more or less and being subject to all easements and Rights-of-Way of record.

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, 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

[illegible]

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 City Manager (role, such as titled officer or trustee) of City of Broken Arrow, a municipal corporation (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.”

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 this ____ day of _____, 2025,
by [Michael L Spurgeon](#).

NOTARY PUBLIC