

DONATION CERTIFICATE

Project: 161709 County: Tulsa State: OK Parcel: 2

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

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| |
| 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)


Agent Signature

Acquisition Agent
Title

4/11/17
Date


Signature

Steve Allen
President

4.10.17
Date

STATE OF OKLAHOMA)
) §
COUNTY OF TULSA)

The undersigned, of lawful age, being first duly sworn, on oath says that this invoice of claim is true and correct. Affiant further states that the conditions for payment as shown by this invoice or claim have been completed or supplied, or will be upon approval of the city council, in accordance with the offer, contracts or agreements furnished the affidavit. Affiant further states that he/she has made no payment directly or indirectly to any elected official, officer or employee of the state of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain payment.

THE BOARD OF EDUCATION SCHOOL DISTRICT NO. 3



Steve Allen, President

Date: 4.10.17

Subscribed and sworn to before me this 10th day of April, 2017





Notary

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:


That all undersigned, **THE BOARD OF EDUCATION SCHOOL DISTRICT NO. 3 A/K/A BROKEN ARROW PUBLIC SCHOOLS**, 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**, Tulsa County, 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 "Parcel 2-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 10th day of April 2017.


Steve Allen, President

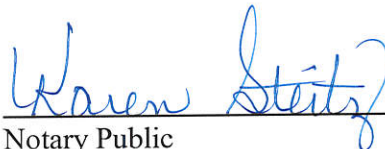
State of Oklahoma)
) §
County of Tulsa)

Before me, the undersigned, a Notary Public within and for said County and State, on this 10th day of April 2017, personally appeared Steve Allen 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.

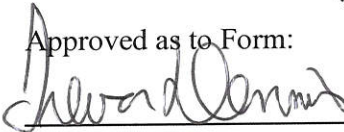
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My Commission expires:





Notary Public

Approved as to Form:


Asst. City Attorney

Approved as to Substance:

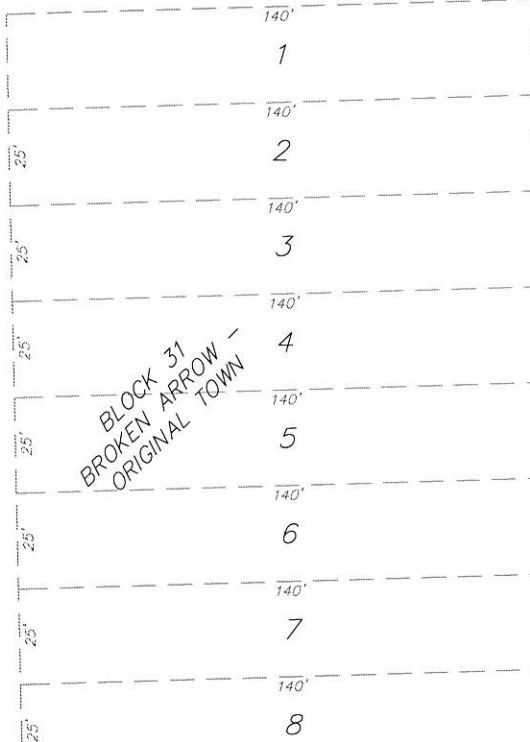
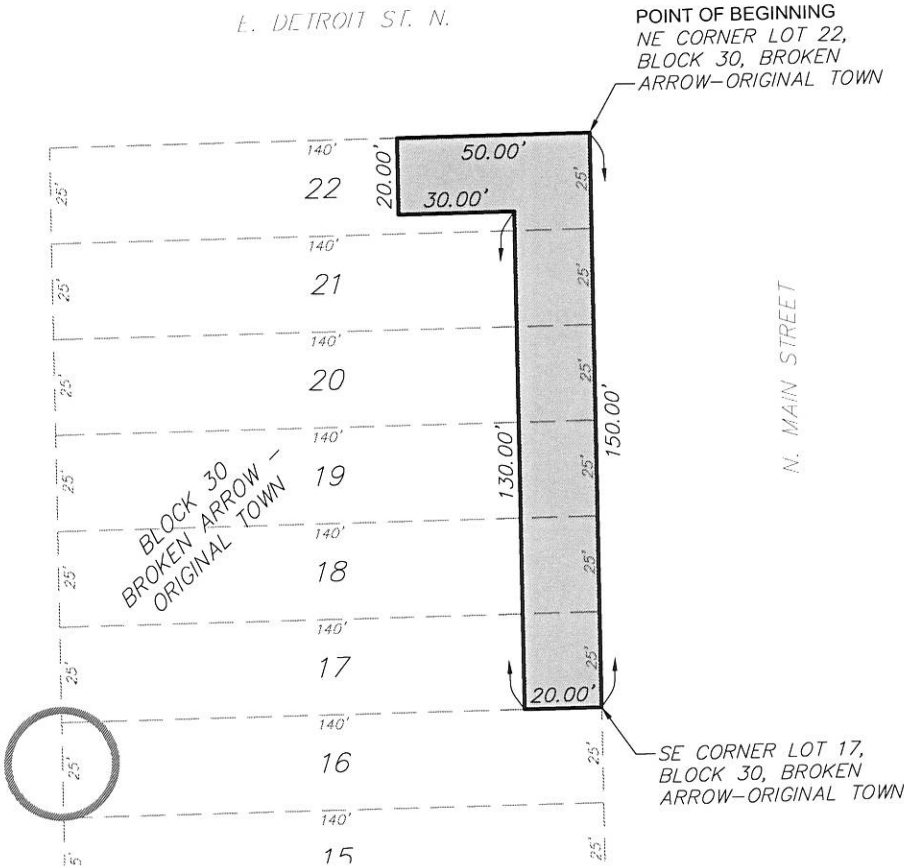
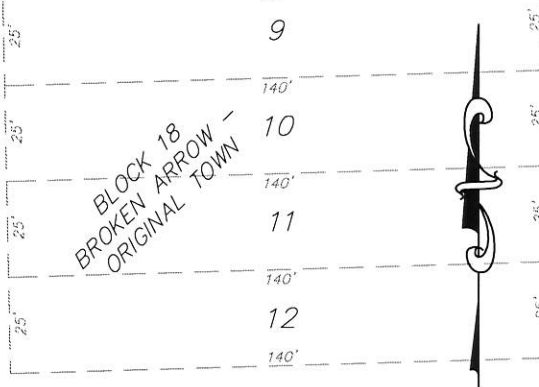
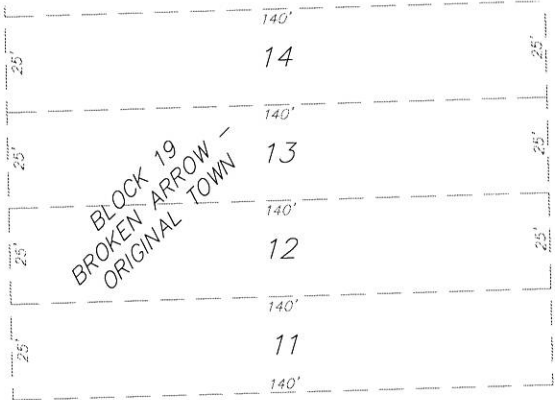
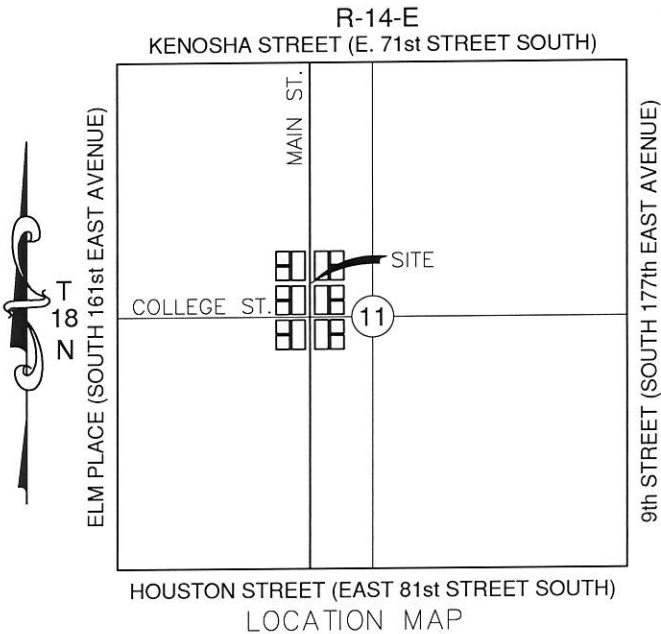
City Manager

Engineer:  checked: 04/12/17
Project: 161709 Downtown Main Streetscapes Phase IV

PARCEL 2-EXHIBIT "A" BROKEN ARROW PUBLIC SCHOOLS I-3 TEMPORARY CONSTRUCTION EASEMENT

OWNER:
 BROKEN ARROW PUBLIC SCHOOLS I-3

ADDRESS:
 210 N. MAIN ST.
 BROKEN ARROW, OK 74012



(SEE PARCEL 2-EXHIBIT "B" FOR LEGAL DESCRIPTION)

THIS EXHIBIT IS NOT A LAND OR BOUNDARY SURVEY PLAT



CITY OF
BROKEN ARROW
Where opportunity lives

| | |
|----------------------------|-------------------|
| PARCEL - 2 | DATE - MARCH 2017 |
| DRAWING - EASEMENTS.DWG | DRAWN BY - FLK |
| REV - | SCALE - 1" = 50' |
| | CHECKED BY - JWS |

PARCEL 2-EXHIBIT "B"
BROKEN ARROW PUBLIC SCHOOLS I-3
TEMPORARY CONSTRUCTION EASEMENT

LEGAL DESCRIPTION:

A TRACT OF LAND LYING IN LOTS SEVENTEEN (17), EIGHTEEN (18), NINETEEN (19), TWENTY (20), TWENTY-ONE (21) AND TWENTY-TWO (22), BLOCK THIRTY (30), BROKEN ARROW-ORIGINAL TOWN TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA AND FURTHER DESRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 22;
 THENCE SOUTH ALONG THE EAST LINE OF SAID BLOCK 30 FOR A DISTANCE OF 150.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 17;
 THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 17 FOR A DISTANCE OF 20.00 FEET;
 THENCE NORTH AND PARALLEL TO THE EAST LINE OF SAID BLOCK 30 FOR A DISTANCE OF 130.00 FEET;
 THENCE WEST AND PARALLEL TO THE NORTH LINE OF SAID BLOCK 30 FOR A DISTANCE OF 30.00 FEET;
 THENCE NORTH AND PARALLEL TO SAID EAST LINE OF BLOCK 30 FOR A DISTANCE OF 20.00 FEET TO THE NORTH LINE OF SAID LOT 22;
 THENCE EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.
 THE ABOVE DESCRIBED TRACT CONTAINING 0.08 ACRES MORE OR LESS.

THIS DESCRIPTION WAS PREPARED FROM THE PUBLIC RECORD ON MARCH 08, 2017 BY JUSTIN SMITH, PLS 1868, COWAN GROUP ENGINEERING, LLC. CERTIFICATE OF AUTHORIZATION CA 6414, EXPIRES ON JUNE 30, 2018.



JUSTIN SMITH, PLS 1868
 DATE



| | |
|-------------------------|-------------------|
| PARCEL – 2 | DATE – MARCH 2017 |
| DRAWING – EASEMENTS.DWG | DRAWN BY – FLK |
| REV – | SCALE – |
| | CHECKED BY – JWS |