



OFFER LETTER

East Kenosha Development, LLC
PO Box 701116
Tulsa, OK 74170

County: ^{Tulsa} ~~Wagoner~~
Parcel: 4
Project: 26308(04)

Dear Mr. Joe Adwon:

A right-of-way improvement project has been planned for construction in your area. The project will require that the City of Broken Arrow acquire right-of-way across the property which you own or in which you have an interest.

The agent presenting this letter has been authorized by my office to explain the project and its effects upon you and your property, and is making an offer to acquire the right-of-way from you in the name of the City of Broken Arrow.

To buy land and improvements, the offer is ~~\$61,134.00~~. **Settlement Offer, \$80,000.00**

Of the above amount, \$24,300.00 is for damages.

[Handwritten signature]

The agent making you this offer may not have authorization to change the amount.

The above offer is the amount that the City of Broken Arrow has determined to be the Fair Market Value of the part of your property needed inclusive of damages (if any) to your remaining property. This is a firm offer made according to Oklahoma statutory requirements; **however, there is no prohibition against your donating the land and improvements for the right-of-way, if you wish to do so.**

If it is necessary for you to move any of your personal property, you will be given 90 days from the date shown below to clear the right-of-way. Your consideration of our purchase offer to buy your property will be appreciated.

Sincerely,

[Handwritten signature: M. Spurgeon by R. Smith]

Michael L. Spurgeon, City Manager

~~Property Rights Brochure delivered and written offer made by:~~

[Handwritten signature] *[Handwritten date: June 21, 2016]*

Universal Field Services, Inc. (Date)
[Handwritten signature] **March 27, 2017**

GENERAL WARRANTY DEED
Oklahoma Statutory Form

THIS INDENTURE is made this 27th day of March, 2017, between
East Kenosha Development, LLC,
Grantor(s), and the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation,
Grantee.

WITNESSETH, that for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, bargains, sells and conveys unto Grantee, its successors or assigns, all of the following described real estate located in the County of Tulsa, State of Oklahoma, to-wit:

A tract of land being a part of the Northeast Quarter (NE/4) of Section 12, Township 18 North, Range 14 East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, more particularly described as follows:

Commencing at the Northeast corner of said NE/4; thence South 01°20'21" East, along the east line of said NE/4, a distance of 710.00 feet; thence South 88°46'40" West, a distance of 24.75 feet to the Point of Beginning; thence South 01°20'21" East, a distance of 593.49 feet; thence South 88°39'39" West, a distance of 25.25 feet; thence South 20°17'48" West, a distance of 27.12 feet; thence North 01°20'21" West, a distance of 618.77 feet; thence North 88°46'40" East, a distance of 35.25 feet to the Point of Beginning, containing 21,048 square feet or 0.48 acres, more or less.

Basis of bearing is an assumed bearing of South 01°20'21" East along the East line of the NE/4 of Section 12, T-18-N, R-14-E

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, Grantor, its successors and assigns, does hereby covenant, promise and agree to and with Grantee that, at the delivery of these presents it is 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 real estate 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, EXCEPT: easements and rights-of-way of record; building and use restrictions of record; special assessments not yet due; mineral conveyances and reservations of record (if any); and oil, gas and mineral leases of record (if any) and the Grantor will **WARRANT AND FOREVER DEFEND** the same unto the said Grantee, its successors or assigns, against said Grantor(s), their heirs and assigns every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said party of the first part has/have hereunto set their hand the day and year above written.

By: Joe Adwon MANAGER
Joe Adwon, Manager

Before me, the undersigned, a Notary Public, in and for said County and State, on this 27th day of March, 2017, personally appeared Joe Adwon, Manager, to me known to be identical person(s) who executed the foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the purposes therein set forth.

My Commission Expires: 9/29/17



Assistant City Attorney

Craig W. Thurmond, Mayor

City Clerk

Engineer [Signature] Checked: 04/17/17
23rd Street ST0914 Parcel # 4