## **GENERAL WARRANTY DEED**

This Indenture: Made this Uday of 2019 2018 between THE BOARD OF EDUCATION OF INDEPENDENT SCHOOL DISTRICT NO. 3 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(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.

| whomsoever lawfully                      | claiming or to claim the same  | ».                                    |                                      |
|--|--|---------------------------------------|--------------------------------------|
| IN WITNESS WHER<br>of Much 201           | EOF, the parties hereto have ca  | aused this instrument to be President | executed this Let day                |
| State of Oklahoma                        | )  |                                       |                                      |
|  | ) §  |                                       |                                      |
| County of Tulsa                          | )  |                                       |                                      |
| March, 2019, 20<br>the identical person( | signed Notary Public, in and for 18, personally appeared 50. (s) who executed the within that he/she executed the same as set forth. | ove Allen<br>n and foregoing instrum  | known to me to be ent in writing and |
| IN WITNESS WHER last written above.      | EOF, I have hereunto set my ha   | and and affixed my official           | seal the day and year                |
|  | NOTARY   | Marsha                                | Anou                                 |
|  | € Comm. #0801007   | Notary Public                         | - Journey                            |
|  | Exp. 09-29-2020  | ) I wotary rubite                     | U                                    |
| Approved as to Form:                     | ELICA NUBLICA  | Approved as to S                      | ubstance:                            |
| Asst. City Attorney                      | TO OF OKLES  | ····                                  |                                      |
| Asst. City Attorney                      |  | City Manager                          |                                      |
| Engineer Al                              | checked: Ata   |                                       |                                      |

Project: 14/6020 BROKEN ARROW CREEK TRAIL, PHASE I, PARCEL NO. 8

## PERMANENT RIGHT OF WAY

Exhibit A

Parcel: 8.0

## LEGAL DESCRIPTION:

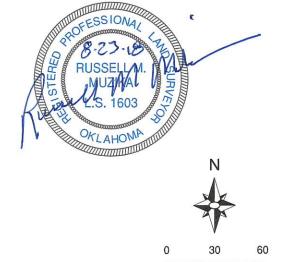
A tract of land that is a part of the Northeast Quarter of the Northwest Quarter (NE4 NW4) of Section 26, Township 18 North, Range 14 East of the Indian Meridian, Tulsa County, Oklahoma, more particularly described as follows;

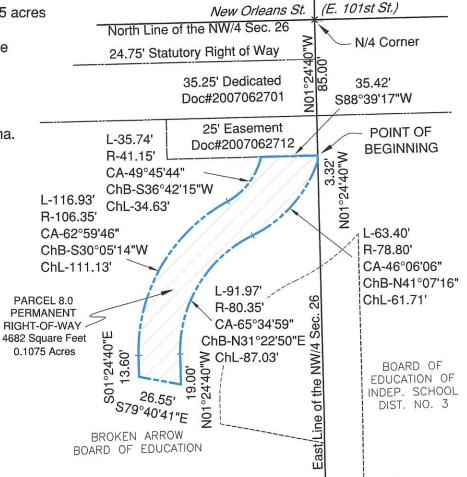
Beginning at a Point on the East Line of the Northwest Quarter of Section 26 that is N01°24'40"W a distance of 85.00 feet to the North Quarter corner of Section 26; thence parallel with the North Line of the Northwest Quarter and along the South line of a 25' wide Storm Sewer Easement as described in Doc #2007062712, and filed at the office of the Tulsa County Clerk, S88°39'17"W a distance of 35.42 feet; thence with a curve to the right having a radius of 41.15 feet, an arc length of 35.74 feet, a central angle of 49°45'44", a chord bearing of S36°42'15"W, and a chord length of 34.63 feet; thence with a reverse curve to the left having a radius of 106.35 feet, an arc length of 116.93 feet, a central angle of 62°59'46", a chord bearing of S30°05'14"W, and a chord length of 111.13 feet; thence S01°24'40"E a distance of 13.60 feet; thence S79°40'41"E a distance of 26.55 feet; thence N01°24'40"W a distance of 19.00 feet; thence with a curve to the right having a radius of 80.35 feet, an arc length of 91.97 feet, a central angle of 65°34'59", a chord bearing of N31°22'50"E, and a chord length of 87.03 feet; thence with a reverse curve to the left having a radius of 78.80 feet, an arc length of 63.40 feet, a central angle of 46°06'06", a chord bearing of N41°07'16"E, and a chord length of 61.71 feet to a point on the East Line of the Northwest Quarter; thence N01°24'40"W a distance of 3.32 feet to the Point of Beginning,

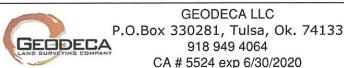
Having an area of 4682 square feet or 0.1075 acres

Bearings based on the Oklahoma State Plane Grid Zone North.

This legal description meets the minimum technical standards for legal descriptions in the State of Oklahoma. Prepared by Russell M. Muzika, Oklahoma PLS No. 1603







Scale 1 Inch / 60 Feet

|  | PERMANENT RIGHT OF WAY                 | Parcel: 8.0          |  |
|--|--|----------------------|--|
|  | Area: 4682 Sq. Ft. or 0.1075 Acres     | Revision: 0          |  |
|  | Owner: Broken Arrow Board of Education | Date: August 23 2018 |  |
|  | Address: 301 W. New Orleans St. S.     |                      |  |