

6.56[±] acres *Important* REAL ESTATE AUCTION

Broken Arrow, Tulsa County, OK

Sealed Bid



Traffic Counts of 16,800 to 18,500 on Elm Pl

4,160 Households within 1 Mile

Intersection of 111th St and Elm Pl

Fully Developed Corner

Icon at Broken Arrow
236 Multi-Family Units

QuikTrip

Walgreens

MidFirst Bank

INFORMATION

Booklet

Bids Due

OCTOBER 23

 **SCHRADER**
Real Estate and Auction Company, Inc.

in
cooperation
with

CBRE

DISCLAIMER

All information contained is believed to be accurate and from accurate resources. However, buyers are encouraged to do their own due diligence. Schrader Auction Company assumes no liability for the information provided.

AUCTION
MANAGER

BRENT WELLINGS • 972-768-5165 • brent@schraderauction.com



950 N. Liberty Dr., Columbia City, IN 46725
800.451.2709 | 260.244.7606 | www.schraderauction.com

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in cooperation with

CBRE

Ben Ganzkow, CCIM

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PROPERTY DESCRIPTION



Traffic Counts of 16,800 to 18,500 on Elm PI

4,160 Households within 1 Mile

Intersection of 111th St and Elm PI

Fully Developed Corner

Broken Arrow, Tulsa County, OK

Important REAL ESTATE AUCTION

Sealed Bid Deadline
OCTOBER 23

6.56± acres

of development land located at the intersection of 111th St South and Elm PI in Broken Arrow, Oklahoma. The property has frontage on both Elm PI and 111th St. The intersection is fully developed including: Walgreens, QuikTrip, Class A Multi-Family development and a MidFirst Bank location. The property has excellent potential for a variety of retail, office or other uses given the location and consumer demographics of the area.



TERMS & CONDITIONS

PROCEDURE: The property will be offered via a Sealed Bid Auction.

BUYER'S PREMIUM: The contract purchase price will include a Buyer's Premium equal to 4% of the bid amount.

DOWN PAYMENT: 10% of the total contract purchase price will be due as a down payment on the day of auction, with the balance due in cash at closing. The down payment may be made in the form of cashier's check, personal check, or corporate check. **YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING, SO BE SURE YOU HAVE ARRANGED FINANCING, IF NEEDED, AND ARE CAPABLE OF PAYING CASH AT CLOSING.**

APPROVAL OF BID PRICES: All successful bidders will be required to enter into purchase agreements at the auction site immediately following the close of the auction. The auction bids are subject to the acceptance or rejection by the Seller.

DEED: Seller shall be obligated only to convey a merchantable title by Warranty Deed.

EVIDENCE OF TITLE: Seller agrees to make available to bidder a preliminary title insurance commitment to review prior to auction. The cost of title insurance, if the buyer(s) elects to purchase the title insurance policy, will be the responsibility of the buyer(s). Seller agrees

to provide merchantable title to the property subject to matters of record, general conditions of title, and similar related matters. Property will be sold "AS-IS". **CLOSING:** Targeted closing date will be approximately 30 days after the auction or as soon thereafter as applicable closing documents are completed by Seller. **POSSESSION:** Possession of the property shall be at closing.

REAL ESTATE TAXES: Real Estate taxes shall be prorated to the date of closing.

MINERALS: Any minerals owned by Seller shall be conveyed with the Property; however, no representation or warranty to the extent of mineral ownership, if any, is made by Seller.

SURVEY: Available for review in the Bidder Information Booklet.

ACREAGE AND TRACTS: All acreages are approximate and have been estimated based on current legal descriptions and assessor tax information, subject to update upon completion of pending survey.

AGENCY: Schrader Real Estate and Auction Company, Inc. and their representatives are exclusive agents of the Seller.

DISCLAIMER AND ABSENCE OF WARRANTIES: All information contained in this brochure and all related materials are subject to the terms and conditions

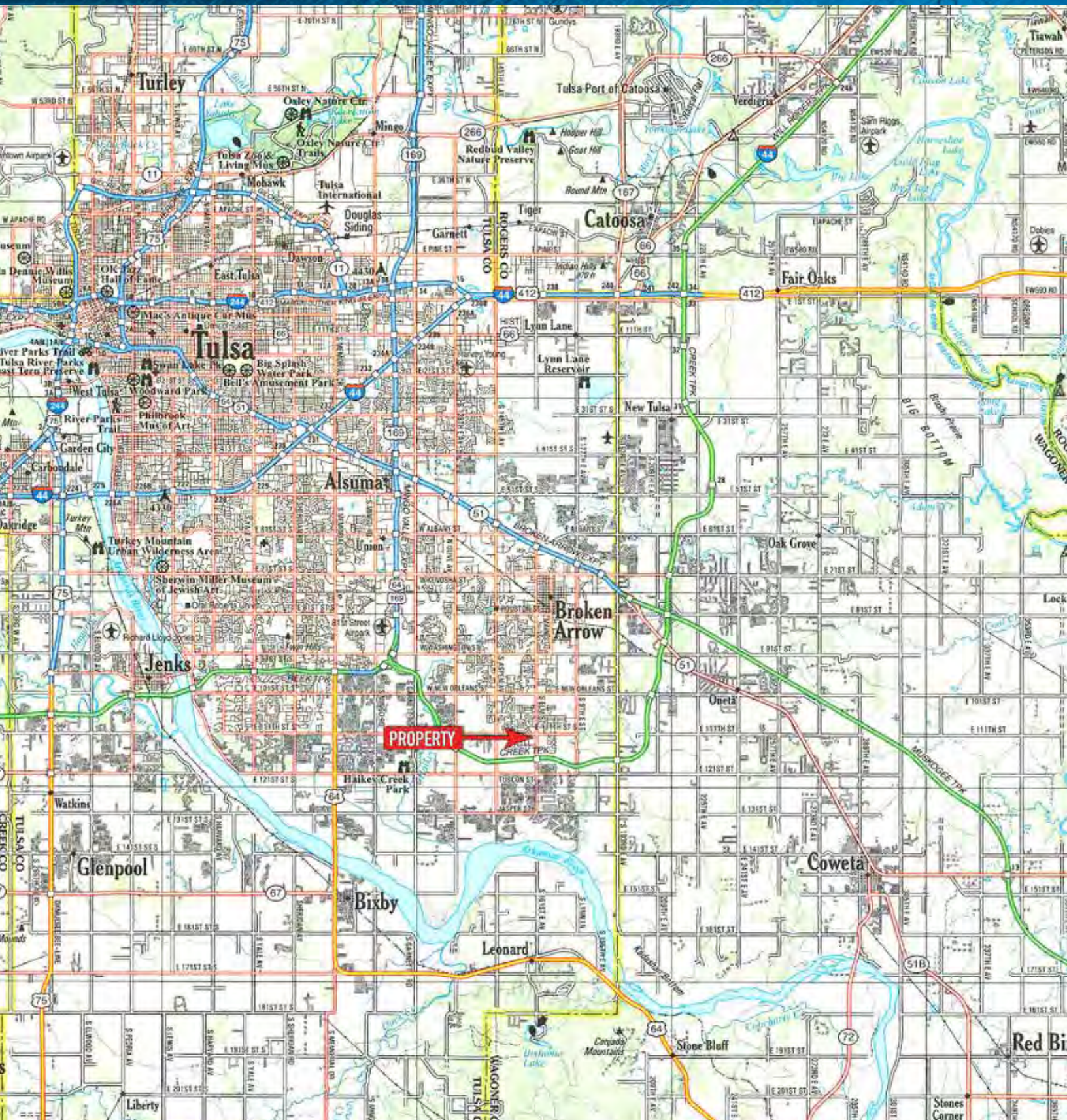
outlined in the Purchase Agreement. The property is being sold on an "AS IS, WHERE IS" basis, and no warranty or representation, either expressed or implied, concerning the property is made by the Seller or the Auction Company. All sketches and dimensions in the brochure are approximate. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the Seller or the Auction Company. Conduct of the auction and increments of bidding are at the direction and discretion of the Auctioneer. The Seller and Selling Agents reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. All decisions of the Auctioneer are final. **ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE.**

NEW DATE, CORRECTIONS AND CHANGES: Please check website routinely prior to the scheduled bid submission deadline to inspect any changes or additions to the property information.



LOCATION MAP

LOCATION MAP



Inspection Dates:

Mon, September 24 • 1-3 pm

Tues, October 9 • 1-3 pm

Directions:

Take the S Elm Place exit off the Creek Turnpike and travel north for approx. 0.6 mile, property will be on your left.

The background is a dark blue gradient with a complex pattern of thin, light blue lines that resemble a circuit board or a stylized map. The lines are interconnected, forming a grid-like structure with various angles and lengths. A bright light source in the top right corner creates a lens flare effect, illuminating the upper right portion of the image.

AERIAL MAP

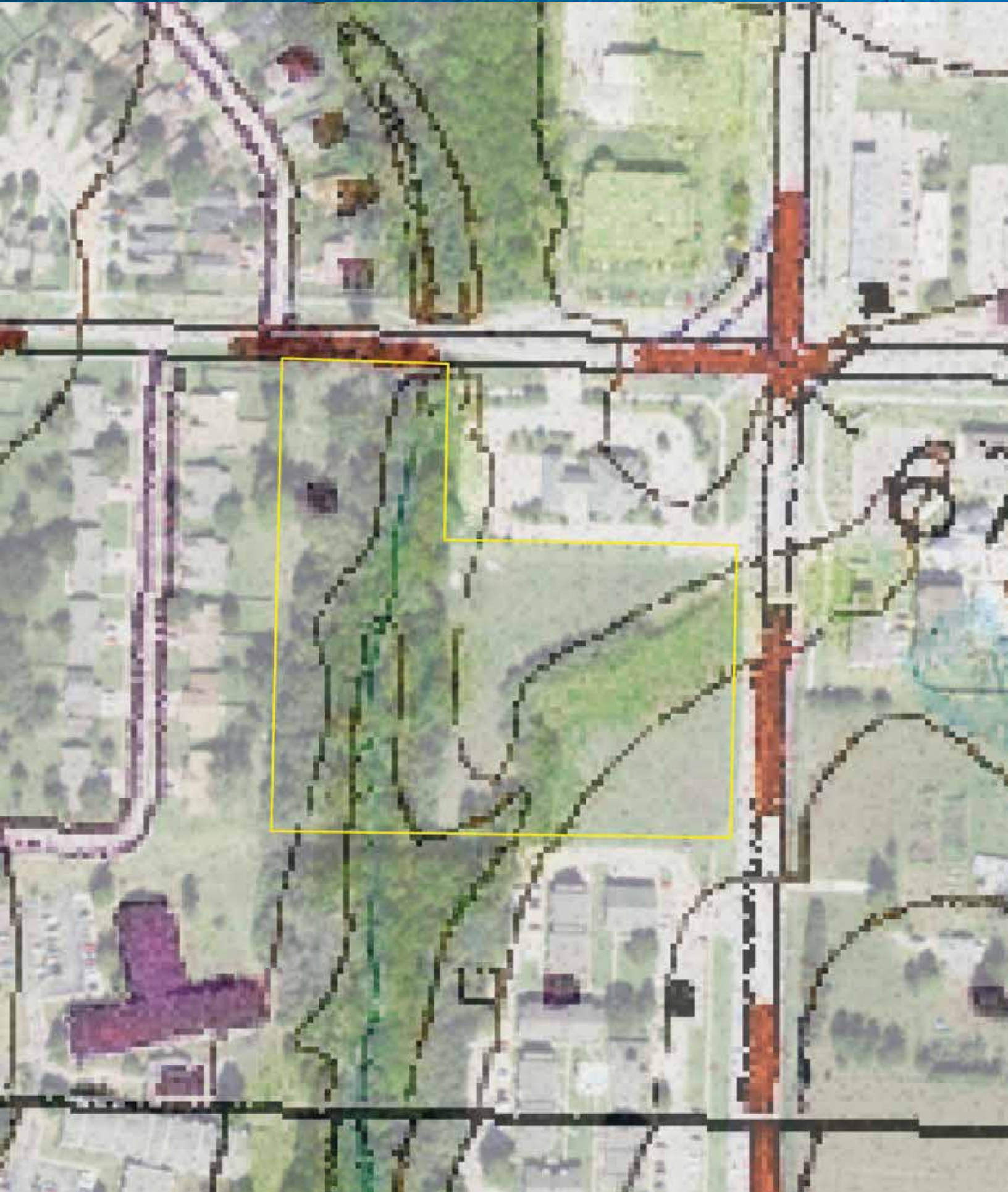
AERIAL MAP





TOPOGRAPHIC MAP

TOPOGRAPHIC MAP

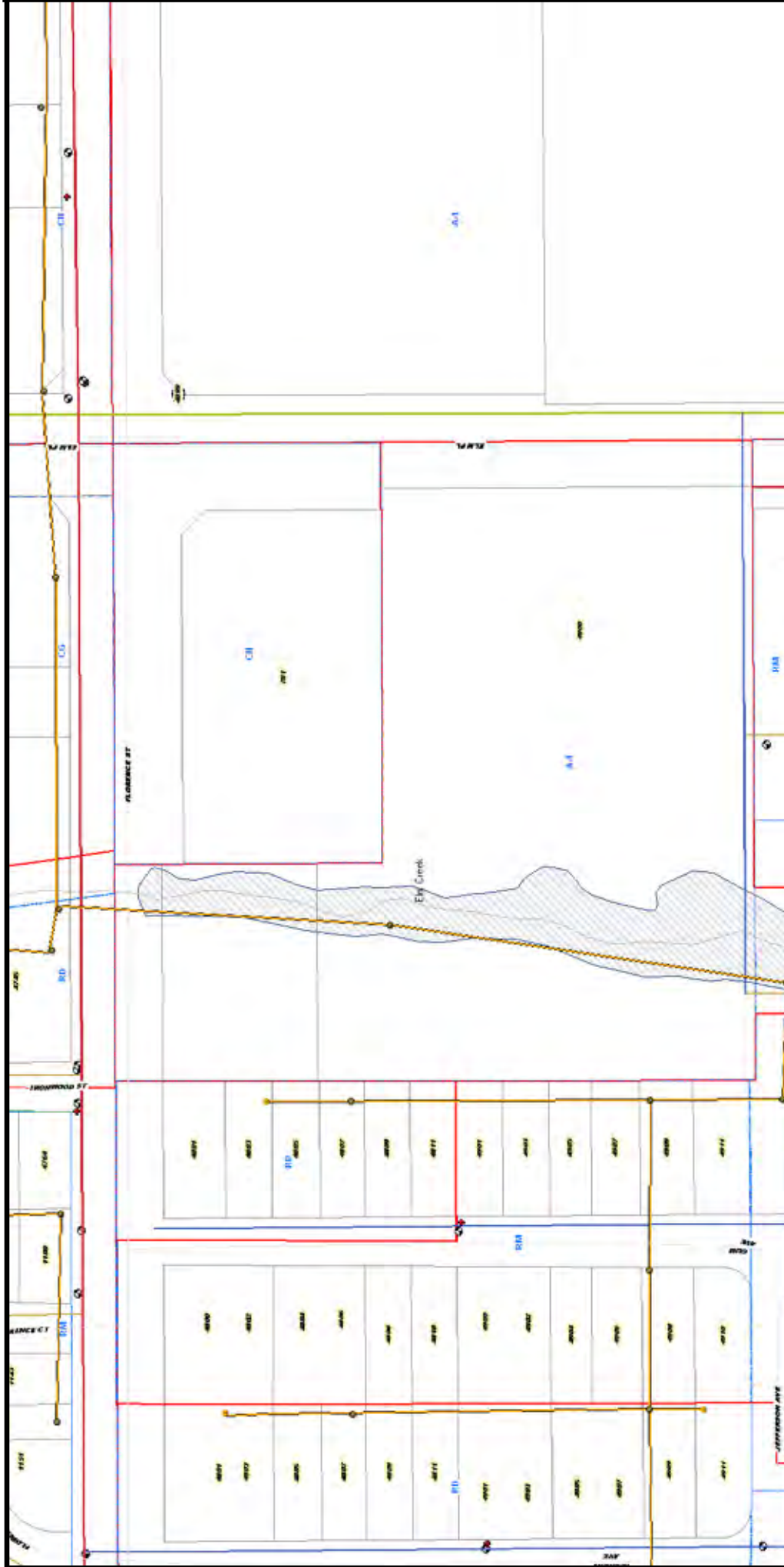


The background is a deep blue gradient. It features a faint, light blue grid pattern. Overlaid on this grid are several white, stylized lines that resemble circuit traces or a technical drawing. These lines are most prominent in the upper half of the image, with one line forming a stepped, horizontal shape across the top. The overall aesthetic is technical and modern.

UNSIGNED PARTIAL SURVEY DRAWING



UTILITY MAP



UTILITY ATLAS SHEET

Utility information for SW Corner of Elm Place and Florence Street

125 ft



DISCLAIMER

"The map displayed by GIS public access is prepared or various aerial photos including the history of cell phone towers within this jurisdiction. It is compiled from copies of recorded deeds, plats, and other public records and data. The City of Broken Arrow assumes no legal responsibility for the accuracy of information contained on this map. Users of this map are notified that the primary information sources should be consulted for accuracy to verify the information contained on this map. The primary sources are also made current."



UTILITY EASEMENTS

UTILITY EASEMENTS



Tulsa County Clerk - PAT KEY
Doc # 2015001582 Page(s): 5
Recorded 01/08/2015 at 11:06 AM
Receipt # 512878 Fee \$21.00

UTILITY EASEMENT

KNOW ALL MEN BY THESE
PRESENTS:

That the undersigned, KWD Investments II Limited Partnership, an Oklahoma limited partnership, the owner(s), of the legal and of the legal and equitable title to the following described real estate, "Grantor," in consideration of the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, do(es) hereby assign(s), grant(s) and convey(s) to the City of Broken Arrow, Tulsa County, Oklahoma, a municipal corporation, its successors and assigns, "Grantee," an easement and right of way over and across the following described real property and premises, situated in TULSA County, State of Oklahoma to wit:

See Attached Exhibits:
A.1 & A.2

with right of ingress and egress to and from the same, for the purpose of constructing, operating, and replacing utility lines and appurtenances.

Grantor agrees not to build or construct any building or buildings upon the permanent easement area. However, Grantor expressly reserves the right to build and construct sidewalks, streets and driveways, water mains, gas lines, electrical lines and other public service facilities across said premises herein described.

There is further granted the right to remove any tree or parts of trees, which in the judgment of the City may interfere with the construction of the applicable utilities.


PROVIDED, that the said Grantor, his/her heirs, executors, administrators and assigns, shall fully use and enjoy the said premises except as may be necessary for the purposes herein granted to the City, its successors or assigns.

TO HAVE AND TO HOLD easement and right of way 'A.1' unto the City of Broken Arrow, Oklahoma, its successors and assigns forever.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 12th day of December 2014.

KWD Investments II Limited Partnership,
an Oklahoma limited partnership

By: KW RE Investments LLC,
an Oklahoma limited liability company,
its managing general partner

By: 
John D. Williams
Manager

City of Broken Arrow
P.O. Box 610
Broken Arrow, OK 74013

UTILITY EASEMENTS

State of Oklahoma)

)

County of TULSA)

Before me, the undersigned, a Notary Public within and for said County and State, on this 12TH day of December 2014, personally appeared JOHN D. WILLIAMS 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



Jonathan B. Cowan

Notary Public

Approved as to Form:

[Signature]

Asst. City Attorney

Approved as to Substance:

[Signature]

Mayor

me 12-29-14



ATTEST:

Mary Kay Bryce
(Seal) CITY CLERK

UTILITY EASEMENTS

Exhibit "A.1" Icon at Broken Arrow Offsite Utility Easement Description

Description

A TRACT OF LAND THAT IS A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE/4 NE/4 NE/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST, OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NE/4 NE/4 NE/4; THENCE SOUTH 1°19'18" EAST AND ALONG THE EAST LINE OF THE NE/4 NE/4 NE/4, FOR A DISTANCE OF 276.00 FEET; THENCE SOUTH 88°44'05" WEST FOR A DISTANCE OF 50.00 FEET TO A POINT ON THE PRESENT WEST RIGHT-OF-WAY LINE OF SOUTH ELM PLACE, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 1°19'18" EAST AND ALONG SAID WEST RIGHT-OF-WAY LINE, FOR A DISTANCE OF 11.00 FEET; THENCE SOUTH 88°44'05" WEST FOR A DISTANCE OF 454.08 FEET; THENCE NORTH 1°19'18" WEST FOR A DISTANCE OF 11.00 FEET; THENCE NORTH 88°44'05" EAST FOR A DISTANCE OF 454.08 FEET TO THE POINT OF BEGINNING.

Basis of Bearing

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83).

Real Property Certification

I, DAN E. TANNER, OF TANNER CONSULTING, LLC, CERTIFY THAT THE ATTACHED DESCRIPTION CLOSES IN ACCORD WITH EXISTING RECORDS, IS A TRUE REPRESENTATION OF THE EASEMENT AS DESCRIBED, AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING OF THE STATE OF OKLAHOMA.

City of Broken Arrow
P.O. Box 610
Broken Arrow, OK 74013



A handwritten signature in black ink, appearing to be "D. E. Tanner".

DAN E. TANNER, P.L.S.
OKLAHOMA P.L.S. #1435
OKLAHOMA CA #2661
EXPIRATION DATE: 6/30/15

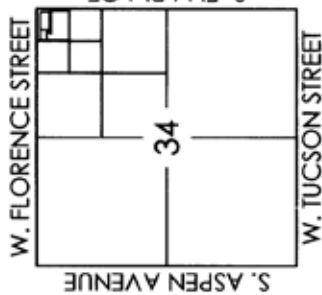
12.12.2014

DATE

UTILITY EASEMENTS

City of Broken Arrow
P.O. Box 610
Broken Arrow, OK 74013

R 14 E



Location Map

LEGEND

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
R/W RIGHT-OF-WAY

Exhibit "A.2" Icon at Broken Arrow Offsite Utility Easement Exhibit



NORTH

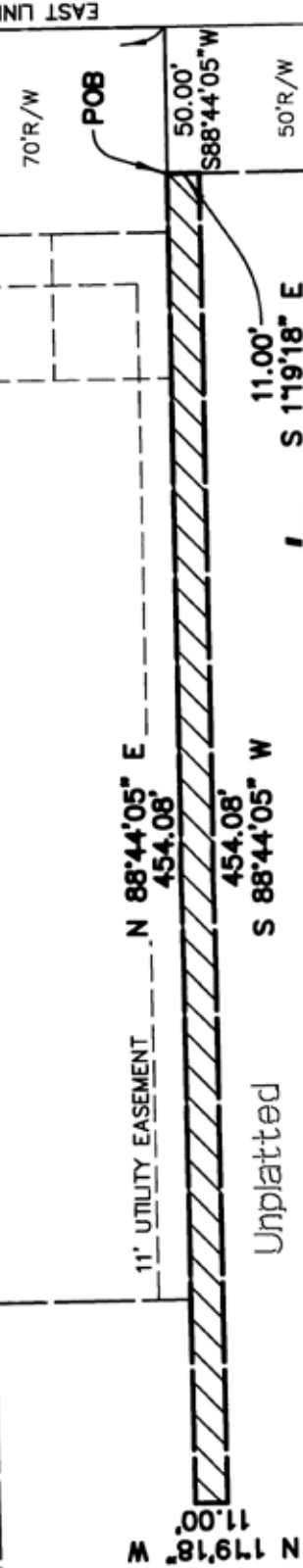
POC
NE CORNER
NE/4 NE/4 NE/4
SECTION 34

W. Florence St.

May's at Broken Arrow

LOT 1 BLOCK 1

Unplatted



Unplatted

S 119°18' E
11.00'
S 88°44'05" W
50.00'
50' R/W
POB
S. Elm Pl.
70' R/W
EAST LINE SECTION 34

12/11/2014 14039EX_OFFSITE SS

Tanner Consulting LLC
5323 SOUTH LEWIS AVENUE, TULSA OKLAHOMA 74105-6539 | 918 745 9929

UTILITY EASEMENTS

OFFICE OF THE SECRETARY OF STATE



CERTIFICATE OF LIMITED PARTNERSHIP

WHEREAS, the Certificate of Limited Partnership of

THE ICON AT BROKEN ARROW APARTMENTS LIMITED PARTNERSHIP

has been filed in the office of the Secretary of State as provided by the laws of the State of Oklahoma.

NOW THEREFORE, I, the undersigned, Secretary of State of the State of Oklahoma, by virtue of the powers vested in me by law, do hereby issue this Certificate evidencing such filing.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the Great Seal of the State of Oklahoma.



*Filed in the city of Oklahoma City this
19th day of September, 2014.*

A handwritten signature in cursive script, reading "Chris Benz".

Secretary of State

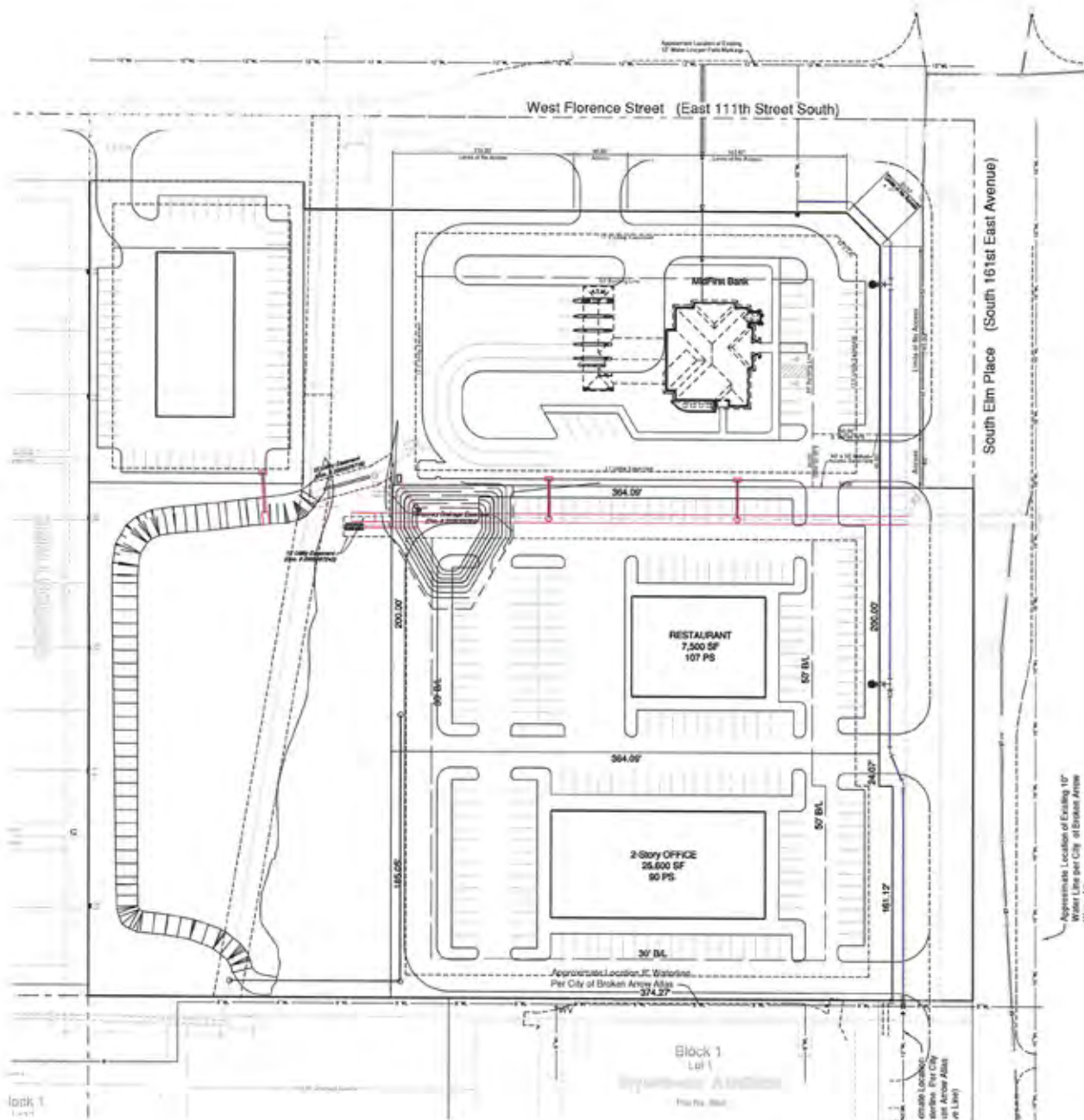


CONCEPTUAL SITE PLAN

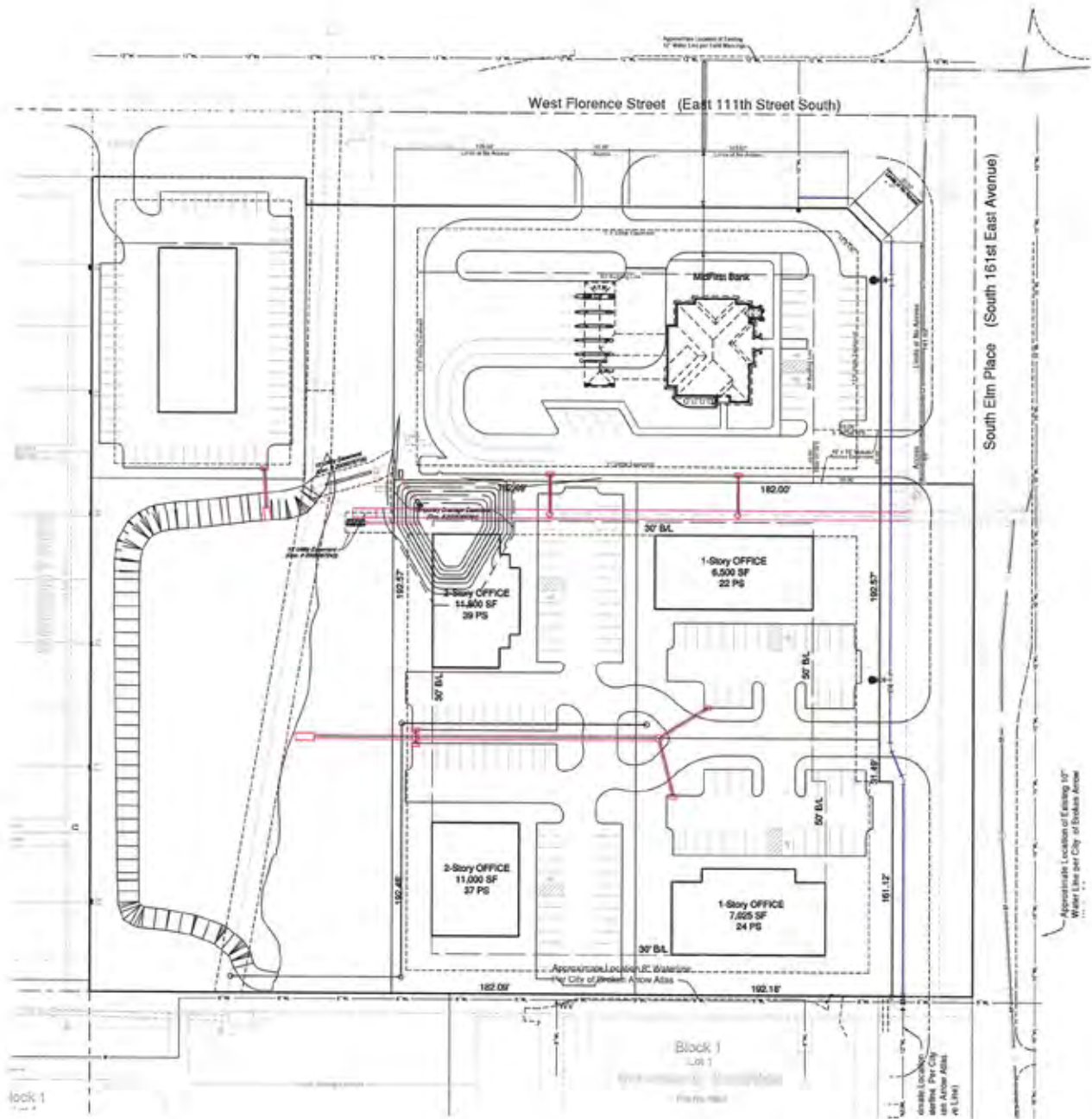
North Line of the Northeast Quarter
Section 34, T. 18 N., R. 14 E.



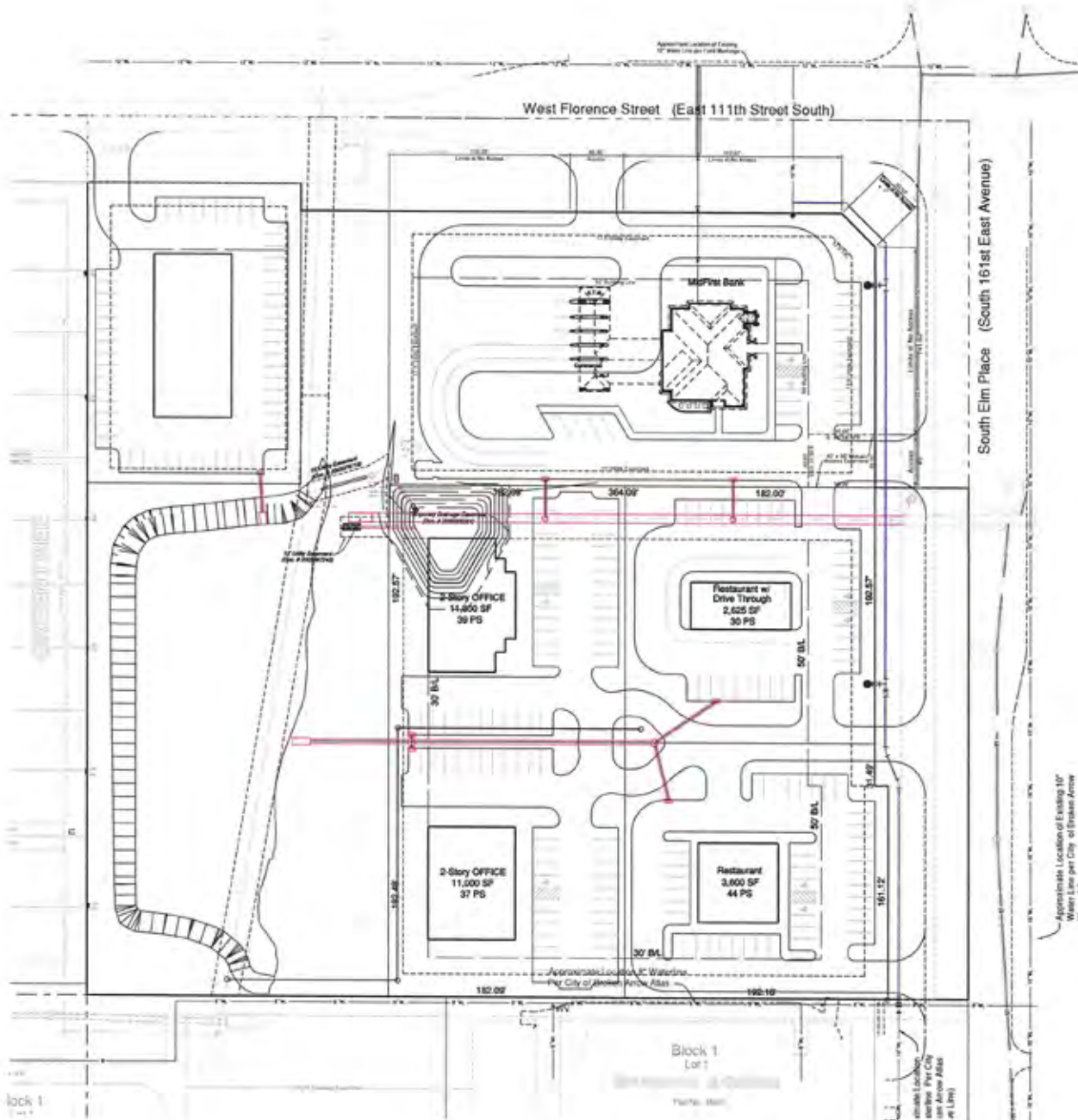
Florence and Elm, KWD Tract



Florence and Elm, KWD Tract



Florence and Elm, KWD Tract



Florence and Elm, KWD Tract



PRELIMINARY PLAT MAP

Southern Elm Shopping Center

A subdivision of a part of the NE/4 of the NE/4 of the NE/4, Section 34, Township 18 North, Range 14 East, of the Indian Base and Meridian, being an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma.

Addition has 3 Lots and 1 Reserve in 1 Block and contains 7.268 acres, more or less.

APPROVED: _____ by the
City Council of the City of Broken Arrow,
Oklahoma.

Mayor _____

Attest: City Clerk _____

BENCHMARK

Top of a 1" Iron Pin at the intersection of South Elm Place and West Florence Street.
Elevation = 680.07' (NAD 1986)

BEARING BASIS

The bearings shown hereon are based on the East line of of the NE/4 being assumed S 0°01'35" E.

ADDRESS NOTE

The addresses shown on this plat are accurate at the time the plat was filed. Addresses are subject to change and should never be relied on in place of the legal description.

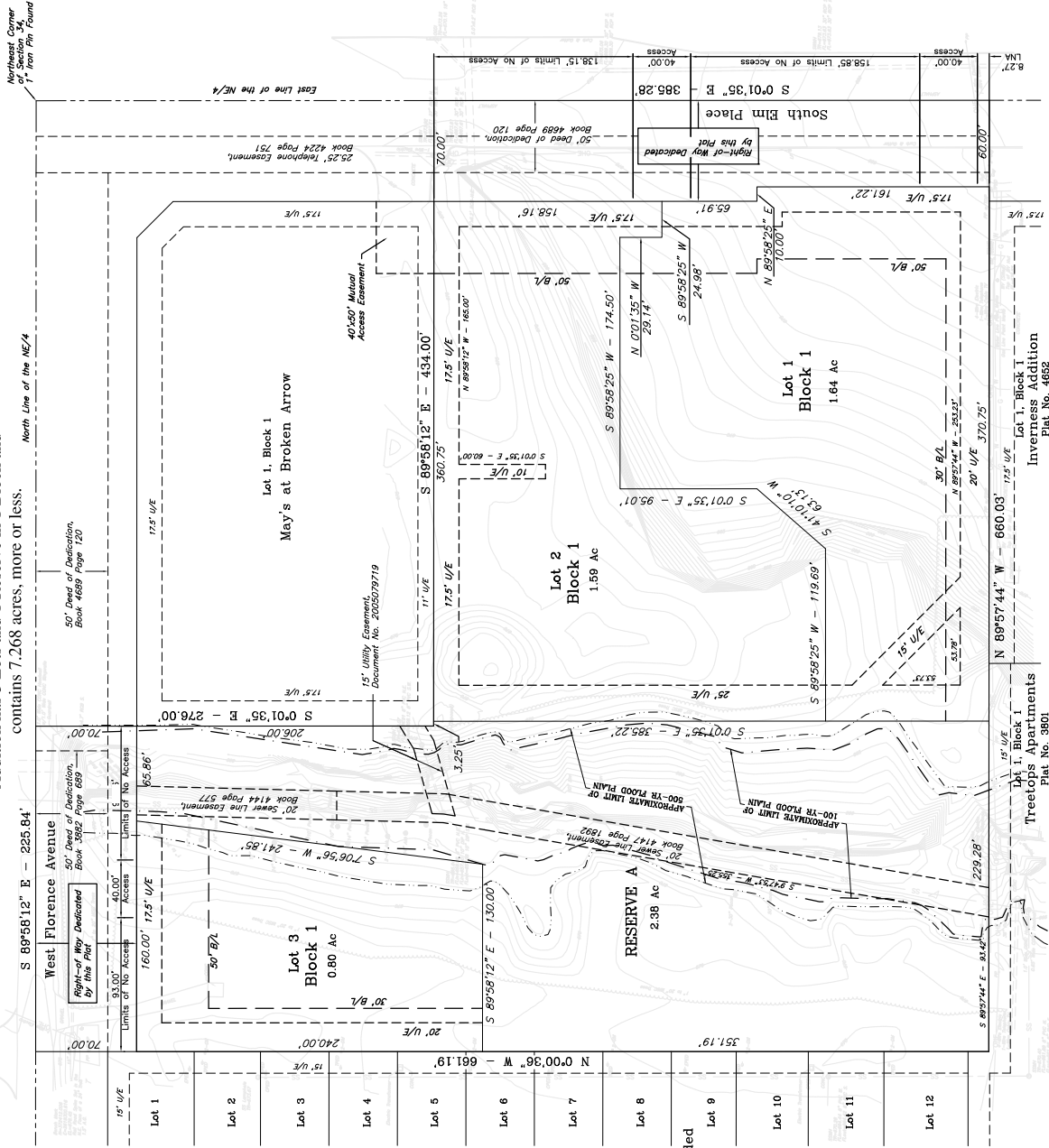
MONUMENT NOTES

A 3/8" Iron Pin with Plastic Cap stamped "RLS 1233" to be set at all lot corners upon completion of improvements, unless noted otherwise.

LEGEND

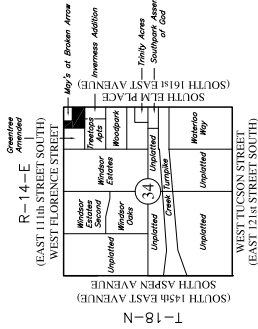
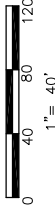
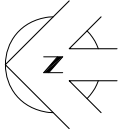
- U/E = UTILITY EASEMENT
- B/L = BUILDING LINE
- LMA = LIMITS OF NO ACCESS
- R/W = RIGHT-OF-WAY
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- FND = FOUND
- 100-YR FLOOD PLAIN LIMITS (APPROXIMATE)
- 500-YR FLOOD PLAIN LIMITS (APPROXIMATE)

Block 1
Greentree Amended
Plat No. 4073



Lot 1, Block 1
Tree-tops Apartments
Plat No. 3601

Lot 1, Block 1
Inverness Addition
Plat No. 4652



LOCATION MAP

OWNER

KWD Investments II Limited Partnership
810 South Cincinnati, Suite 500
Tulsa, Oklahoma 74119
(918) 587-1700

ENGINEER

Khoury Engineering, Inc.
1435 East 41st Street
Tulsa, Oklahoma 74114
(918) 485-7675
Certificate of Authorization No. 3751
Expires June 30, 2007

SURVEYOR

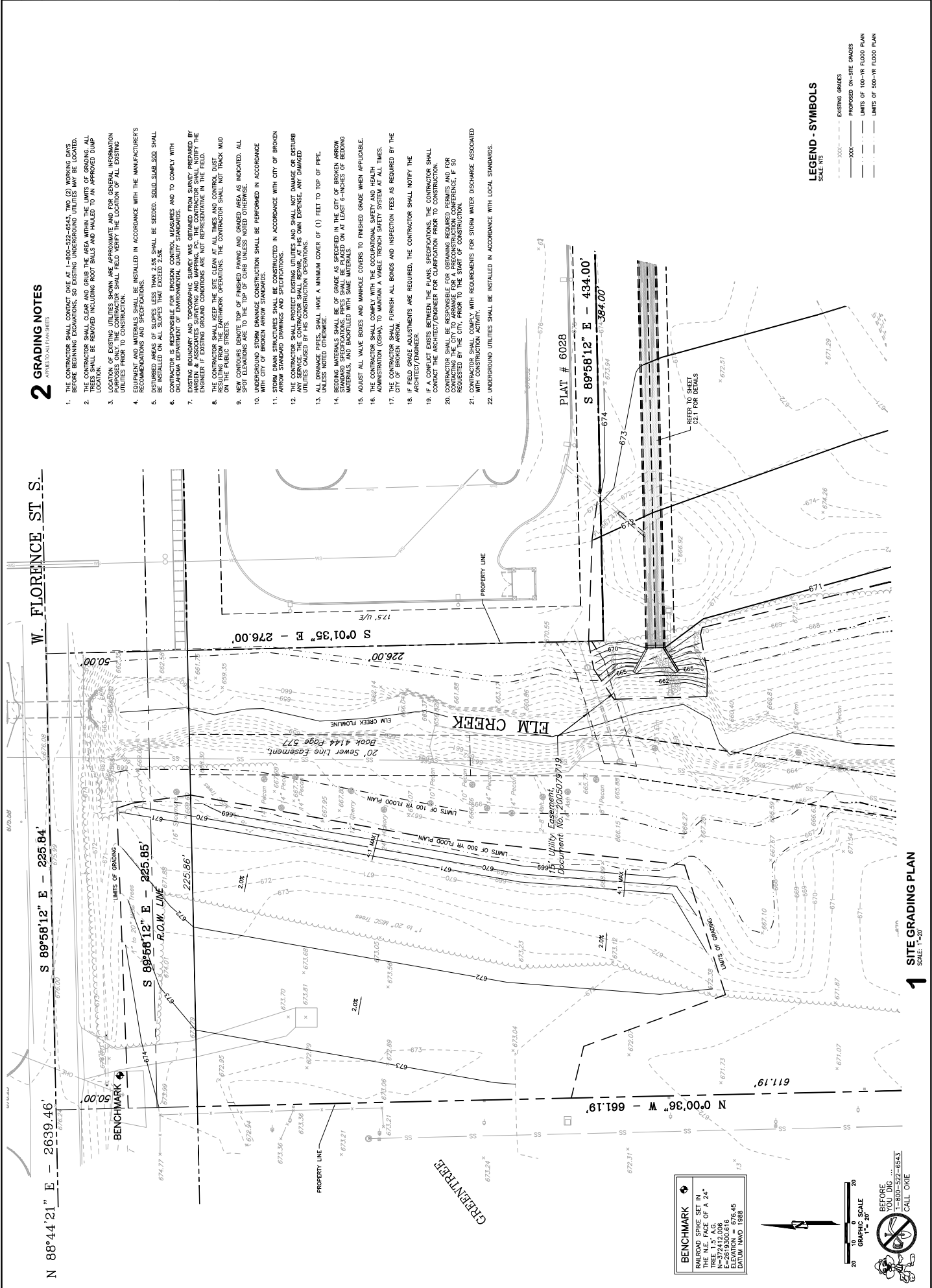
Harden & Associates
Surveying and Mapping, PC
2001 South 114th East Avenue
Tulsa, Oklahoma 74128
(918) 234-4859
Certificate of Authorization No. 4656
Expires June 30, 2007



RCB EXTENSION & GRADING CIVIL PLANS

SWC W. FLORENCE & S. ELM PLACE
CITY OF BROKEN ARROW - TULSA COUNTY
OKLAHOMA

SHEET No. C1.0



2 GRADING NOTES

APPLIES TO ALL PLAN SHEETS

1. THE CONTRACTOR SHALL CONTACT OKIE AT 1-800-522-6543, TWO (2) WORKING DAYS BEFORE BEGINNING EXCAVATIONS, SO EXISTING UNDERGROUND UTILITIES MAY BE LOCATED.
2. THE CONTRACTOR SHALL CLEAR AND GRUB THE AREA WITHIN THE LIMITS OF GRADING ALL EXISTING UTILITIES SHALL BE REMOVED INCLUDING ROOT BALLS AND TIAILED TO AN APPROVED DUMP LOCATION.
3. LOCATION OF EXISTING UTILITIES SHOWN ARE APPROXIMATE AND FOR GENERAL INFORMATION PURPOSES ONLY. THE CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
4. EQUIPMENT AND MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS.
5. DISTURBED AREAS OF SLOPES LESS THAN 2.5% SHALL BE SEED. SOLID SLAB 300 SHALL BE INSTALLED ON ALL SLOPES THAT EXCEED 2.5%.
6. CONTRACTOR IS RESPONSIBLE FOR EROSION CONTROL MEASURES AND TO COMPLY WITH OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY STANDARDS.
7. EXISTING BOUNDARY AND TOPOGRAPHIC SURVEY WAS OBTAINED FROM SURVEY PREPARED BY THE CITY OF BROKEN ARROW. THE CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
8. THE CONTRACTOR SHALL KEEP THE SITE CLEAN AT ALL TIMES AND CONTROL DUST RESULTING FROM THE EARTHWORK OPERATIONS. THE CONTRACTOR SHALL NOT TRACK MUD OFF THE SITE.
9. NEW CONTOURS POINTS TO TOP OF FINISHED PAVING AND GRADED AREA AS INDICATED. ALL SPOT ELEVATIONS ARE TO THE TOP OF CURB UNLESS NOTED OTHERWISE.
10. UNDERGROUND STORM DRAINAGE CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH CITY OF BROKEN ARROW STANDARDS.
11. STORM DRAIN STRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF BROKEN ARROW STANDARD DRAWINGS AND SPECIFICATIONS.
12. THE CONTRACTOR SHALL PROTECT EXISTING UTILITIES AND SHALL NOT DAMAGE OR DISTURB EXISTING UTILITIES CAUSED BY HIS CONSTRUCTION OPERATIONS. THE CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
13. ALL DRAINAGE PIPES SHALL HAVE A MINIMUM COVER OF (1) FEET TO TOP OF PIPE, UNLESS NOTED OTHERWISE.
14. BEDDING MATERIALS SHALL BE OF GRADE AS SPECIFIED IN THE CITY OF BROKEN ARROW STANDARD DRAWINGS AND SPECIFICATIONS. BEDDING MATERIALS SHALL BE OF GRADE AS SPECIFIED IN THE CITY OF BROKEN ARROW STANDARD DRAWINGS AND SPECIFICATIONS. BEDDING MATERIALS SHALL BE OF GRADE AS SPECIFIED IN THE CITY OF BROKEN ARROW STANDARD DRAWINGS AND SPECIFICATIONS.
15. ADJUST ALL VALVE BOXES AND MANHOLE COVERS TO FINISHED GRADE WHEN APPLICABLE.
16. THE CONTRACTOR SHALL COMPLY WITH THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA), TO MAINTAIN A VIABLE TRENCH SAFETY SYSTEM AT ALL TIMES.
17. THE CONTRACTOR SHALL FURNISH ALL BONDS AND INSPECTION FEES AS REQUIRED BY THE CITY OF BROKEN ARROW.
18. IF FIELD GRADE ADJUSTMENTS ARE REQUIRED, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER.
19. IF A CONFLICT EXISTS BETWEEN THE PLANS, SPECIFICATIONS, THE CONTRACTOR SHALL CONTACT THE ARCHITECT/ENGINEER FOR CLARIFICATION PRIOR TO CONSTRUCTION.
20. THE CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
21. CONTRACTOR SHALL COMPLY WITH REQUIREMENTS FOR STORM WATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITY.
22. UNDERGROUND UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL STANDARDS.

LEGEND - SYMBOLS

SCALE: 1" = 20'

- EXISTING GRADES
- PROPOSED ON-SITE GRADES
- LIMITS OF 100-YR FLOOD PLAIN
- LIMITS OF 500-YR FLOOD PLAIN

1 SITE GRADING PLAN

SCALE: 1" = 20'

BENCHMARK

RAILROAD SPIKE SET IN
N-377412.006
E-676.45
ELEVATION = 676.45
DATUM: NAD 1983

10' SCALE

GRAPHIC SCALE

1" = 20'

BEFORE YOU DIG ...

CALL OKIE





SOUTHERN ELM - RCB EXTENSION
SWC W. FLORENCE & S. ELM PLACE
BROKEN ARROW - TULSA COUNTY - OKLAHOMA

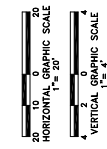
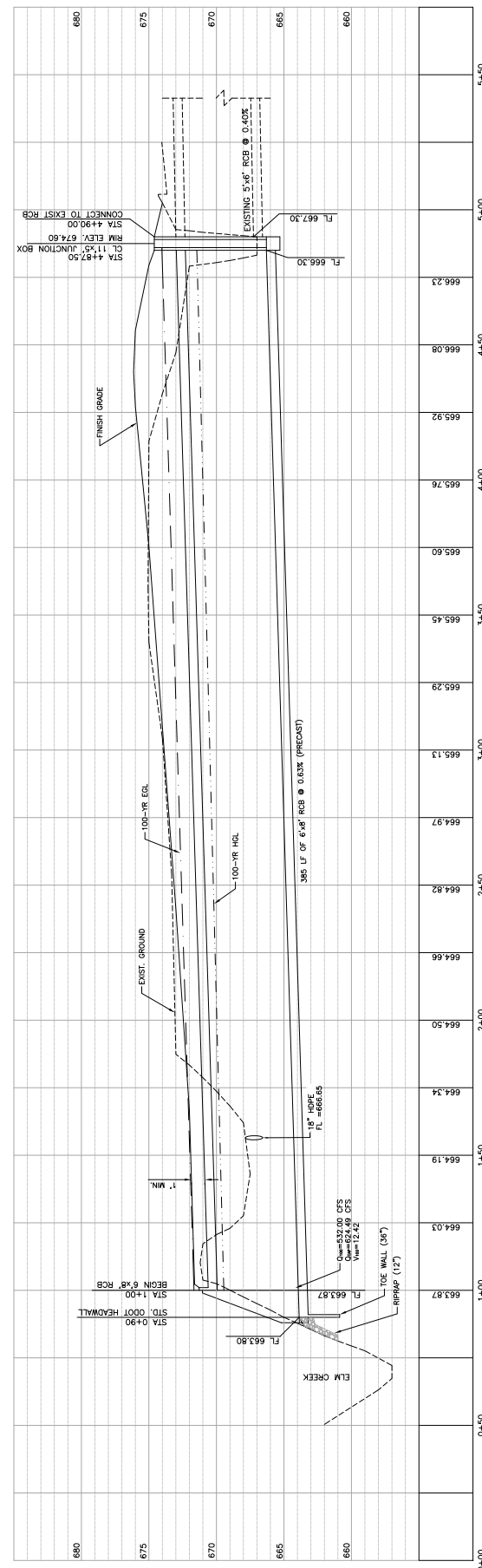
Khouri Engineering, Inc.
Civil Engineering - Land Development

Issue Date: 07/22/11
Job #: 30138
Drawn By: MDE
Design By: MEE

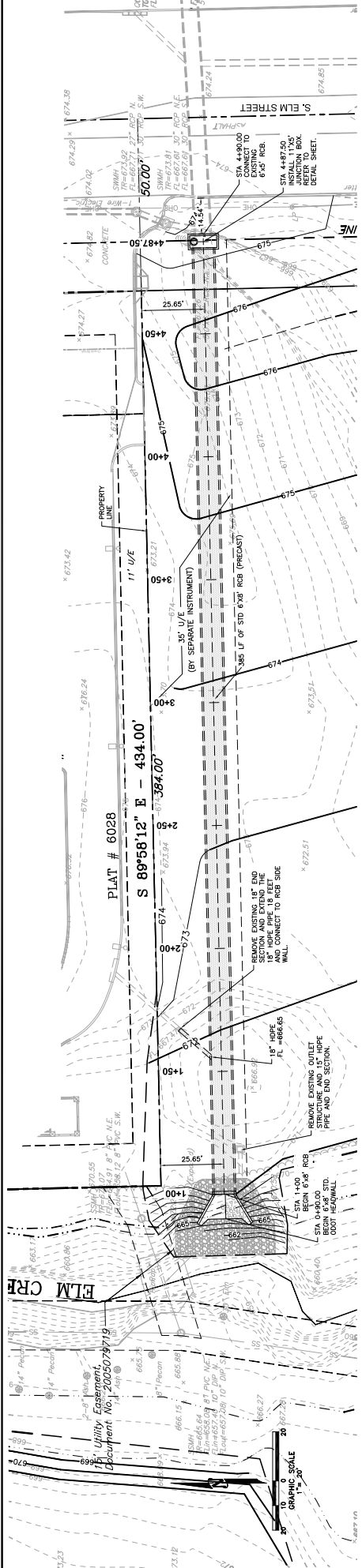
1435 East 41st Street
Tulsa, OK 74103
Tel: 918.712.8763
Fax: 918.712.1069



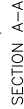
Rev	By	Appr	Date	Remarks
1				
2				
3				
4				
5				



2 RCB PROFILE
HORIZ. SCALE: 1"=20'
VERT. SCALE: 1"=4'



1 RCB PLAN
SCALE: 1"=20'



The background is a deep blue gradient, darker at the bottom and lighter at the top. It is overlaid with a complex pattern of thin, light blue lines that resemble a circuit board or a digital network. These lines are mostly vertical and horizontal, with some diagonal segments and right-angle turns, creating a sense of depth and technology.

DEMOGRAPHIC SUMMARY REPORT

DEMOGRAPHIC SUMMARY REPORT



EXECUTIVE SUMMARY

FLORENCE (111TH) & ELM (161ST) 1 MILE



POPULATION INFORMATION

The population of this area in 2018 is estimated to be 11,222, which is an annual growth rate of 1.45% over 2010. During the next five years, the population is projected to grow by 2.14% annually. By comparison, the United States population is expected to grow by 0.83% annually in the next five years, from its estimated population of 330,088,686.

The current year median age for this population is 36.8. The current median age for the United States is 38.3.



RACE & ETHNICITY INFORMATION

The racial composition of this area's current year estimated population is: 78.5% are White alone, 4.1% are Black or African American alone, 5.8% are American-Indian alone, 2.3% are Asian alone, 0.2% are Native Hawaiian and Other Pacific Islander alone, 2.4% are some other race, and 6.9% are two or more races.

The United States' racial composition is: 70.0% are White alone, 12.9% are Black or African American alone, 1.0% are American-Indian alone, 5.7% are Asian alone, 0.2% are Native Hawaiian and Other Pacific Islander alone, 6.9% are some other race, and 3.4% are two or more races.

The area's current estimated Hispanic or Latino population is 7.7%, compared to the United States where the population is 18.3% Hispanic or Latino.



HOUSEHOLD INFORMATION

There are an estimated 4,160 households in this area which represents a 1.34% annual growth rate over 2010. During the next five years households are projected to grow 2.12% annually. The United States has an estimated 124,110,001 households for 2018, which is a growth of 0.75% since 2010. Over the next five years household growth is projected to be 0.79%.



INCOME INFORMATION

The estimated median household income in this area for the current year is \$69,366. The United States has a median household income of \$58,100. The current year estimated per capita income for this area is \$29,376, compared to an estimate of \$31,950 for the United States.



TAX STATEMENTS

TAX STATEMENTS

Assessor
KEN YAZEL

Property Search

Disclaimer

The Tulsa County Assessor's Office has made every effort to insure the accuracy of the data contained on this web site; however, this material may be slightly dated which could have an impact on its accuracy.

The information must be accepted and used by the recipient with the understanding that the data was developed and collected only for the purpose of establishing fair cash (market) value for ad valorem taxation. Although changes may be made periodically to the tax laws, administrative rules and similar directives, these changes may not always be incorporated in the material on this web site.

The Tulsa County Assessor's Office assumes no liability for any damages incurred, whether directly or indirectly, incidental, punitive or consequential, as a result of any errors, omissions or discrepancies in any information published on this web site or by any use of this web site.

Quick Facts

Account #	R98434843400010
Parcel #	98434-84-34-00010
Situs address	
Owner name	KWD INVESTMENTS II LP C/O JOHN D WILLIAMS
Fair cash (market) value	\$841,000
Last year's taxes	\$10,548
Legal description	Subdivision: UNPLATTED Legal: NE NE NE LESS W208.75 S158.75 N208.75 & LESS N50 & E50 THEREOF & LESS S226 N276 W384 E434 NE NE NE SEC 34 18 14 5.798ACS Section: 34 Township: 18 Range: 14

General Information

Situs address	
Owner name	KWD INVESTMENTS II LP C/O JOHN D WILLIAMS
Owner mailing address	25825 S HWY 66 CLAREMORE, OK 74019
Land area	5.80 acres / 252,648 sq ft
Tax rate	BA-3A [BROKEN ARROW]
Legal description	Subdivision: UNPLATTED Legal: NE NE NE LESS W208.75 S158.75 N208.75 & LESS N50 & E50 THEREOF & LESS S226 N276 W384 E434 NE NE NE SEC 34 18 14 5.798ACS Section: 34 Township: 18 Range: 14
Zoning	GENERAL AG DISTRICT - BA [A1]

Values

	2017	2018
Land value	\$841,000	\$841,000
Improvements value	\$0	\$0
Fair cash (market) value	\$841,000	\$841,000

Exemptions claimed

	2017	2018
Homestead	—	—
Additional homestead	—	—
Senior Valuation Limitation	—	—
Veteran	—	—

Tax Information

	2017	2018
Fair cash (market) value	\$841,000	\$841,000
Total taxable value (capped)	\$841,000	\$841,000
Assessment ratio	11%	11%
Gross assessed value	\$92,510	\$92,510
Exemptions	\$0	\$0
Net assessed value	\$92,510	\$92,510
Tax rate	BA-3A [BROKEN ARROW]	
Tax rate mills	130.86	130.86*
Estimated taxes	\$10,548	\$12,106*
Most recent NOV	November 19, 2008	

* Estimated from 2017 millage rates

Tax detail (2017 millages)

	%	Mills	Dollars
City-County Health	2.0	2.58	\$238.68
City-County Library	4.1	5.32	\$492.15
Tulsa Technology Center	10.2	13.33	\$1,233.16
Emergency Medical Service	0.0	0.00	\$0.00
Tulsa Community College	5.5	7.21	\$667.00
School Locally Voted	22.7	29.64	\$2,742.00
City Sinking	12.9	16.84	\$1,557.87
School County Wide Bldg	4.0	5.20	\$481.05
School County Wide ADA	3.1	4.00	\$370.04
School County Wide General	27.8	36.40	\$3,367.36
County Government	7.9	10.34	\$956.55

TAX STATEMENTS

Improvements

Bldg ID#	Property type	Condition	Quality	Year built	Livable†	Stories	Foundation	Exterior	Roof	Baths	HVAC
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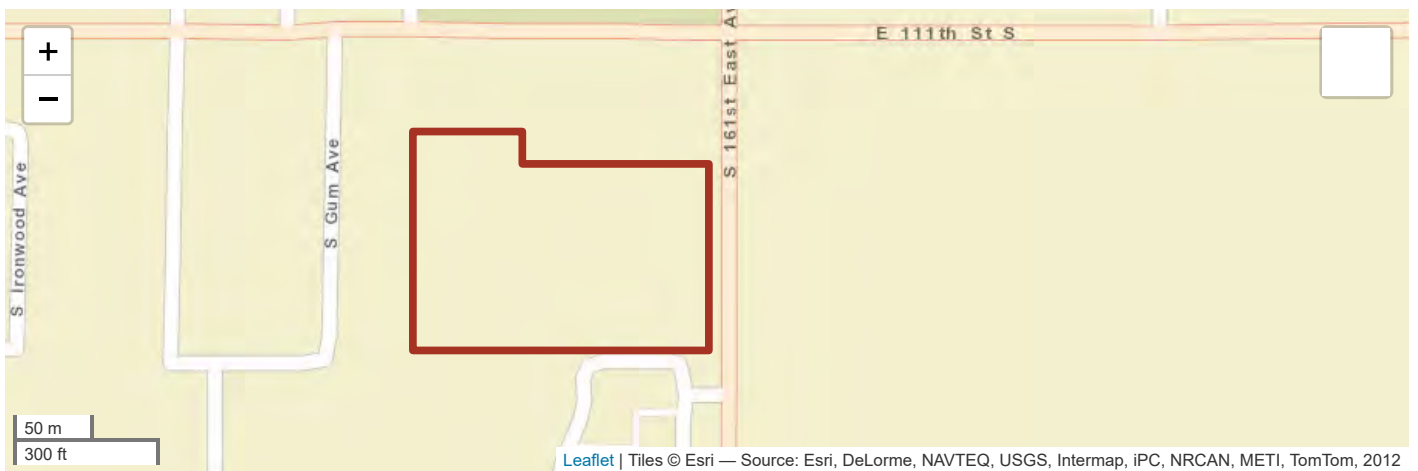
Sales/Documents

Date	Grantor	Grantee	Price	Doc type	Book-Page/Doc#
Jan 28, 2004	KWD INVESTMENTS II LP JAMES W	MAYS DRUG STORES INC Lyla DREX	\$875,000	General Warranty Deed	07222-01916
Dec 17, 2003	CARTER HARRY L TRUST 1113	KWD INVESTMENTS II LP JIM	\$2,300,000	History	07202-01624

Images

Photo/sketch (Click to enlarge)	No pictures or sketches available
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† Square footage and acreage values included in this record are approximations. They may not reflect what a licensed surveyor would determine by performing a formal survey. They are for tax purposes only and are not intended for use in making conveyances or for preparing legal descriptions of properties.



[Click to open this in the Google Maps web page in a new window](#)

Ken Yazel — Tulsa County Assessor

Tulsa County Administration Building, Room 215 | 500 S. Denver | Tulsa, OK 74103

Phone: (918) 596-5100 | Fax: (918) 596-4799 | Email: assessor@tulsacounty.org

Office hours: 8:00–5:00 Monday–Friday (excluding holidays)



TITLE COMMITMENT

TITLE COMMITMENT

American Land Title Association

Commitment for Title Insurance
Adopted 08-01-2016

Transaction Identification Data for reference only:

Issuing Agent: Tamie Semler
Issuing Office: Secure Title & Escrow, LLC
ALTA® Universal ID:
Commitment No.: CF#1358
Issuing Office File No.: CF#1358
Property Address: 11110 South Elm Place, Broken Arrow, OK 74014

SCHEDULE A

1. Commitment Date: August 6, 2018 at 07:59 AM
2. Policy to be issued:
 - a. ALTA Owners Policy (06/17/06)
Proposed Insured: TBD
Proposed Policy Amount: TBD
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:


KWD Investments II Limited Partnership, an Oklahoma limited partnership
5. The Land is described as follows:

SEE SCHEDULE C ATTACHED HERETO

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

SECURE TITLE & ESCROW, LLC

Authorized Agent

By: 
Tamie M. Semler, TIL #100189741

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TITLE COMMITMENT

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SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. This "title protection document" is issued to the insured(s) named herein. It is not to be relied upon by any other person or entity. No protection is provided to any other person or entity. Payment of Premium must be received by the Company.
6. Submit proof of the payment to, or for the account of the grantors and/or mortgagors of the full consideration for the estate or interest to be insured.
7. Proper documents creating the estate or interest to be insured must be executed and duly filed for record, to-wit:
 - a. A Release of Mortgage must be properly executed and filed of record of that certain mortgage in the original amount of \$1,250,000.00, executed by KWD Investments II Limited Partnership, in favor of Summit Bank, dated December 16, 2003, filed December 22, 2003 and recorded in Book 7202 at Page 1704; Modification of Mortgage, dated February 28, 2011, filed March 17, 2011 and recorded as Document No. 2011023871; and Assignment of Mortgage to Princeton Properties, LLC, filed October 26, 2011 and recorded as Document No. 2011093705.
8. Ad Valorem taxes for the year 2017 are paid.
9. Obtain certification from the City of Broken Arrow as to the status of any assessments due and payable.
10. Survey must show access contiguous with an open roadway.
11. UCC Chattel/Fixture lien search indicating there are no effective financing statements against the property.
12. Execution and acknowledgment of Old Republic National Title Insurance Company Purchaser/Borrower Affidavit and Seller/Owner Affidavit containing no exceptions objectionable to the Company.

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13. Provide the examiner with satisfactory current survey of the insured property made in accordance with 2016 Minimum Standard Detail Requirements and Classifications for ALTA/NSPS Land Title Surveys (the Survey Standards) including, but not limited to, items 1, 2, 4, 7, 8, 9, 10, 11 and 16, as set forth in Table A of the Survey Standards. Upon examination, further requirements may follow. If no survey is provided, the Policy will contain a general survey exception.

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SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements which are not shown by the public record.
4. Encroachments, overlaps, discrepancies or conflicts in boundary lines, shortages in area, or other matters which would be disclosed by an accurate and complete survey or inspection of the premises.
5. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public record.
6. All interest in and to all oil, gas, coal, hydrocarbons and non-hydrocarbons, metallic and non-metallic ores and minerals, and other similar or dissimilar minerals in and under or that may be produced from the insured premises, and all rights, interest, and estates of whatever nature incident to or growing out of said minerals.
7. Instruments which may have been filed under the Uniform Commercial Code.
8. Ad Valorem taxes for 2018 and subsequent years not yet due and payable.
9. Assessments levied by the City of Broken Arrow, not yet due and payable.
10. Statutory Right of Way along the North and East section line boundary.
11. Terms, conditions, and provisions of Deed of Dedication in favor of the Public, dated March 8, 1969, filed March 13, 1969 and recorded in Book 3882 at Page 689.
12. Terms, conditions, and provisions of Sewer Line Easement in favor of City of Broken Arrow, Oklahoma,

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dated November 11, 1974, filed November 13, 1974 and recorded in Book 4144 at Page 577.

13. Terms, conditions, and provisions of Sewer Line Easement in favor of the City of Broken Arrow, Oklahoma, dated November 4, 1974 and recorded in Book 4147 at Page 1892
14. Terms, conditions, and provisions of Right of Way in favor of General Telephone Company of the Southwest, dated May 10, 1976, filed July 20, 1976 and recorded on Book 4224 at Page 761; and Special Warranty Deed and Assignment and Assumption Agreement in favor of Valor Telecommunications of Oklahoma, LLC, dated June 20, 2000, filed July 19, 2000 and recorded in Book 6391 at Page 1004.
15. Terms, conditions, and provisions of Deed of Dedication in favor of City of Broken Arrow, Oklahoma, dated April 22, 1983, filed May 5, 1983 and recorded in Book 4689 at Page 120.
16. Terms, conditions, and provisions of Agreement of Easements, Covenants and Restrictions by and between May's Drugs Stores, Inc. and KWD Investments II Limited Partnership, dated January 27, 2004, filed February 13, 2004 and recorded in Book 7232 at Page 1940; and First Amendment to Agreement of Easements, Covenants and Restrictions by and between May's Drug Stores, Inc. and KWD Investments II Limited Partnership, dated July 1, 2009, filed October 20, 2009 and recorded as Document No. 2009108480.
17. Terms, conditions, and provisions of Amendment and Clarification of Site Development Agreement by and between May's Drug Stores, Inc. and KWD Investments II Limited Partnership, dated July 1, 2009, filed October 20, 2009 and recorded as Document No. 2009108481.
18. Terms, conditions and provisions of Utility Easement in favor of the City of Broken Arrow, dated May 3, 2005, filed June 13, 2005 and recorded as Document No. 2005067243.
19. Terms, conditions, and provisions of Utility Easement in favor of the City of Broken Arrow, dated June 16, 2005, filed July 11, 2005 and recorded as Document No. 2005079719.
20. Terms, conditions, and provisions of Temporary Drainage Easement in favor of the City of Broken Arrow, dated May 3, 2005, filed August 22, 2005 and recorded as Document No. 2005098384.
21. Terms, conditions, and provisions of Utility Easement in favor of the City of Broken Arrow, dated December 12, 2014, filed January 8, 2015 and recorded in Book 2015001582.

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SCHEDULE C

The Land is described as follows:

The Northeast Quarter of the Northeast Quarter of the Northeast Quarter (NE/4 NE/4 NE/4) of Section Thirty-four (34), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof; LESS AND EXCEPT the North 276.00 feet of the East 434.00 feet thereof.

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CF#1358



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