### **GENERAL WARRANTY DEED**

THIS INDENTURE is made this \_\_\_\_\_ day of \_\_\_\_\_\_, 2022, between DANNY AND SANDRA NGUYEN, husband and wife, 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

Danny Nguyen

Sandra Nguyen

# STATE OF OKLAHOMA ) ) § COUNTY OF \_\_\_\_\_)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2022, personally appeared Danny and Sandra Nguyen, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, 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.

# NOTARY PUBLIC

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

Assistant City Attorney

A municipal corporation

Approved as to Form:

CITY of Broken Arrow, Oklahoma,

Michael L. Spurgeon, City Manager

Attest:

Engineer: \_\_\_\_\_ Checked: \_\_\_\_\_ Project: ROW property at NW Corner 9th/New Orleans City Clerk

### **GENERAL WARRANTY DEED**

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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:

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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.

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Danny Nguyen

Sandra Nguyen

# STATE OF OKLAHOMA ) ) § COUNTY OF \_\_\_\_\_)

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Given under my hand and seal of office the day and year last written above.

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Assistant City Attorney

A municipal corporation

Approved as to Form:

CITY of Broken Arrow, Oklahoma,

Michael L. Spurgeon, City Manager

Attest:

Engineer: \_\_\_\_\_ Checked: \_\_\_\_\_ Project: ROW property at NW Corner 9th/New Orleans City Clerk

# LOT SPLIT LEGAL DESCRIPTIONS

Παρτ οφ Γοφερμεντ Λοτ 3 οφ Σεχ.6, Τ18Ν, Ρ15Ε, Χιτψ οφ Βροκεν Αρροω Ωαγονερ Χουντψ

PARENT TRACT General Warranty Deed Book, 1830, Page 328

The West 10 acres of the East 29.97 acres of Lot 3 of Section 6, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, Oklahoma

### NORTH TRACT

A Tract of Land that is a part of the West 10 acres of the East 29.97 acres of Lot 3 of Section 6, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, Oklahoma, more particularly described as follows: Commencing at the Northeast Corner of Government Lot 3; thence along the North line of Section 6, S88°53'47"W a distance of 657.70 feet; thence along the East Line of the West 10 ac. of the East 29.97 ac. of Lot 3, S01°19'39"E a distance of 50.00 feet to the Point of Beginning; thence continuing S01°19'39"E a distance of 303.75 feet; thence S88°40'21"W a distance of 65.00 feet; thence S34°10'10"W a distance of 325.93 feet; thence S88°41'13"W a distance of 75.00 feet; thence along the West Line of the East 29.97 ac. of Lot 3, N01°18'47"W a distance of 570.37 feet; thence along the South line of a Right of Way conveyed in a General Warranty Deed filed 01/08/2021 in Book 2651, Page 256 at the office of the Wagoner County Clerk, N88°53'47"E a distance of 329.11 feet to the Point of Beginning.

having an area of 145192 Square Feet, 3.3332 Acres

Bearings based on Oklahoma State Plane Zone North (NAD83) Grid

## SOUTH TRACT

A Part of the West 10 acres of the East 29.97 acres of Lot 3 of Section 6, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, Oklahoma, more particularly described as follows: Commencing at the Northeast Corner of Government 3; thence along the North line of Section 6, S88°53'47"W a distance of 657.70 feet; thence along the East Line of the West 10 ac. of the East 29.97 ac. of Lot 3, S01°19'39"E a distance of 353.75 feet to the Point of Beginning; thence S88°40'21"W a distance of 65.00 feet; thence S34°10'10"W a distance of 325.93 feet; thence S88°41'13"W a distance of 75.00 feet; thence along the West Line of the East 29.97 ac. of Lot 3, S01°18'47"E a distance of 700.08 feet; thence along the South Line of Government Lot 3, N88°52'13"E a distance of 329.43 feet; thence N01°19'39"W a distance of 966.55 feet to the Point of Beginning.

having an area of 273105 Square Feet, 6.2696 Acres

Bearings based on Oklahoma State Plane Zone North (NAD83) Grid

This legal description meets the minimum technical standards for legal descriptions in the State of Oklahoma. Prepared by Russell M. Muzika, Ok. PLS No. 1603 December 17, 2023 GEODECA LLC, P.O. Box 33012, Tulsa Okla. 74153 (918) 949 4065 CA # 5524 renewal date 6/30/202

