



**SPECIAL WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS: That

TCF Real Estate, L.L.C., an Oklahoma limited liability company (the "Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby **DONATE AS A GIFT**, grant, bargain, sell, and convey unto The City of Broken Arrow, a Municipal Corporation, whose address is City of Broken Arrow - City Hall, 220 South First Street, Broken Arrow, Oklahoma 74012 (the "Grantee"), that certain real property located at 709 Magnolia Court, Broken Arrow, Tulsa County, Oklahoma 74011 (Tulsa County Tax Parcel No. 79720-74-11-08090), being more particularly described on **Exhibit "A"** attached hereto and made a part hereof, together with all improvements thereon and the appurtenances thereunto belonging (collectively the "Property"), LESS AND EXCEPT and SUBJECT TO those matters set forth on **Exhibit "B"** attached hereto and made a part hereof (the "Permitted Exceptions"), and warrants the title to the same against any and all acts, conveyances, liens, and encumbrances affecting such Property made or suffered to be made or done by, through, or under Grantor, but not otherwise.

TO HAVE AND TO HOLD said Property unto the Grantee, and the Grantee's successors and assigns forever.

**BY GRANTEE'S ACCEPTANCE OF GRANTOR'S DONATED GIFT OF THE PROPERTY AND THIS DEED, GRANTEE UNDERSTANDS AND AGREES THAT EXCEPT FOR THE SPECIAL WARRANTY OF TITLE STATED HEREIN, GRANTOR HAS NOT MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE PROPERTY OR ANY INFORMATION DELIVERED BY GRANTOR TO GRANTEE IN CONNECTION WITH THE PROPERTY. THE PROPERTY IS BEING TRANSFERRED BY GRANTOR AND ACCEPTED BY GRANTEE "AS-IS, WHERE IS, AND WITH ALL FAULTS" AND DEFECTS, KNOWN OR UNKNOWN, LATENT OR PATENT (AND GRANTEE HEREBY RELEASES AND HOLDS GRANTOR HARMLESS THEREFROM), WITHOUT ANY REPRESENTATION OR WARRANTY, ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY, MERCHANTABILITY, SUITABILITY, QUALITY, ZONING, AND/OR PERMITTING, ALL OF WHICH WARRANTIES GRANTOR HEREBY SPECIFICALLY DISCLAIMS, AND IN SOLE RELIANCE ON GRANTEE'S OWN INDEPENDENT INSPECTION, INQUIRY, AND/OR INVESTIGATION OF AND INTO THE PROPERTY. GRANTEE HEREBY ASSUMES THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTION(S) AND INVESTIGATION(S) OF AND INTO THE**



**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE PROPERTY**

Lot Forty-six (46), Block Five (5), INDIAN SPRINGS ESTATES 3RD  
ADDITION to the City of Broken Arrow, Tulsa County, State of  
Oklahoma, according to the recorded Plat thereof.

**EXHIBIT "B"**

**PERMITTED EXCEPTIONS**

1. Zoning ordinances and regulations and any other laws, ordinances, or governmental regulations restricting or regulating the use, occupancy or enjoyment of the Property in effect at the date of delivery of this Deed, and all amendments thereto;
2. All facts and matters that would be revealed, shown, or disclosed in or by an accurate survey of the Property;
3. Sewer, water, electric, gas, telephone, cable, and other utilities easements and consents, if any, now in existence and recorded, including but not limited to the right to maintain and operate lines, wires, cables, poles, and distribution boxes in, over, and through and upon the Property;
4. Covenants, easements, declarations, restrictions, and consents in existence and recorded;
5. Current taxes, fees, and assessments apportioned and prorated from the date of closing;
6. Any mortgage liens or similar encumbrances created by Grantee;
7. Rights and interests of parties in possession;
8. All visible and apparent easements and all underground easements, the existence of which may arise by virtue of unrecorded grant or use; and
9. Any interest in and to oil, gas, coal, metallic ores, other minerals, and water rights therein and thereunder previously reserved or conveyed of record and all rights, interests, and estates of whatsoever nature incident thereto or arising thereunder.