

## GENERAL WARRANTY DEED

THIS INDENTURE is made this 31<sup>st</sup> day of July, 2019, between B-Z PROPERTIES, LLC, a Oklahoma limited liability company, 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 the following described real estate, situated in the County of Wagoner, 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.

B-Z PROPERTIES, LLC, a Oklahoma  
limited liability company

By: 

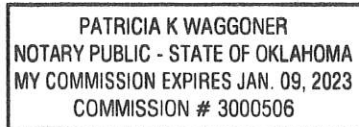
Roger Broach, Managing Member

Return to:  
City of Broken Arrow  
City Clerk  
PO Box 610  
Broken Arrow, OK 74013

STATE OF OKLAHOMA     )  
  ) §  
COUNTY OF WAGONER )

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 31<sup>st</sup> day of July, 2019, personally appeared Roger Broach, to me known to be the identical person who executed the within and foregoing instrument in writing and acknowledged to me that he executed the same as his 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.



Patricia K Waggoner  
NOTARY PUBLIC #03000506  
Expires 01/09/2023

Approved as to Form:  
CITY of Broken Arrow, Oklahoma,  
a municipal corporation

A handwritten signature in blue ink, appearing to read "Loren Allen", written over a horizontal line.

Assistant City Attorney

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

A handwritten signature in blue ink, appearing to read "Michael L. Spurgeon", written over a horizontal line.

Michael L. Spurgeon, City Manager

Attest:

Engineer RDH Checked: 8/12/19  
Project: ST0914, 23<sup>rd</sup> Street Improvements: Kenosha-Houston, Parcel 19

\_\_\_\_\_  
City Clerk

Exhibit "A"

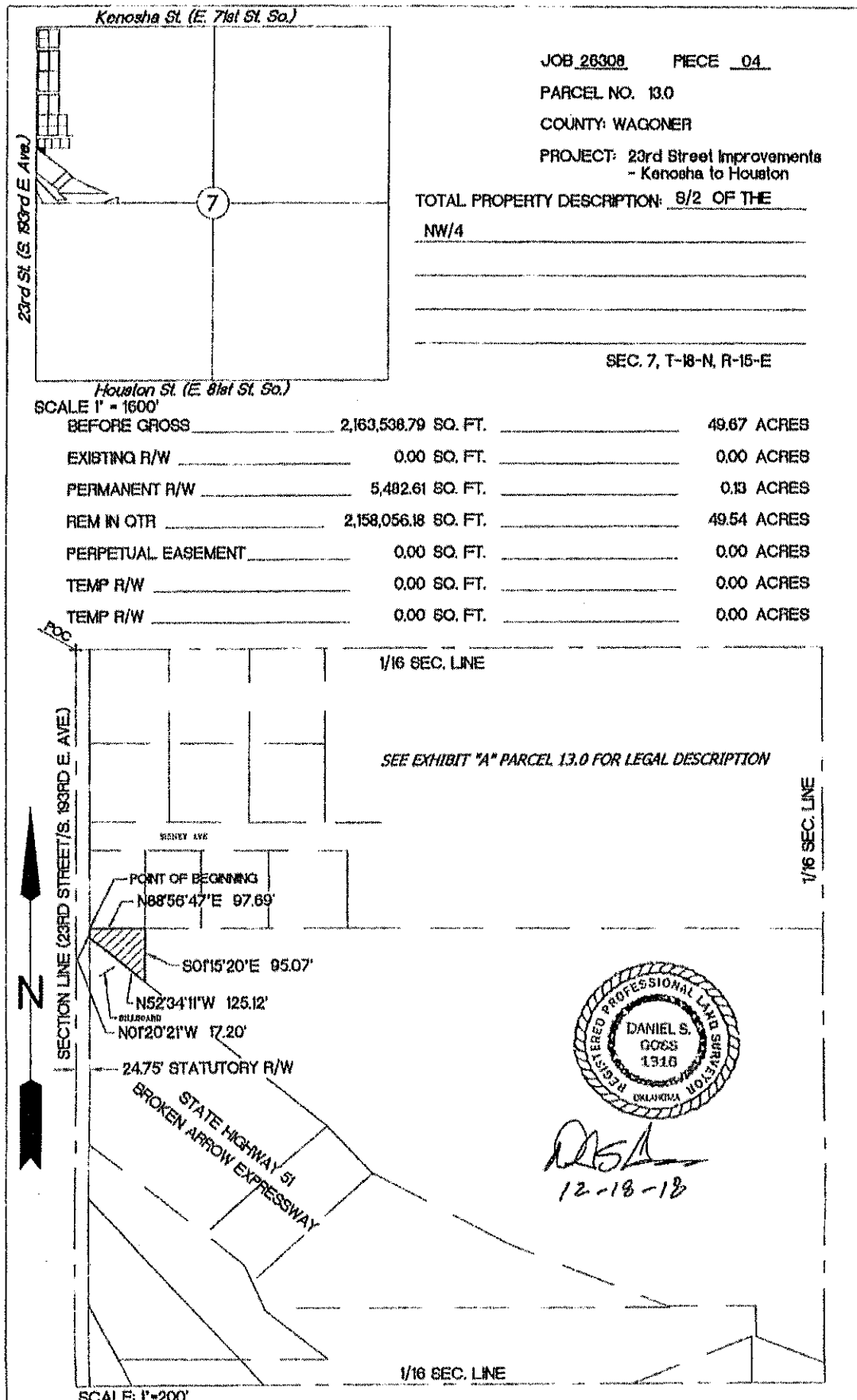


FIGURE 13.0

Exhibit "A"

Parcel 13.0

A tract of land being a part of the South Half (S/2) of the Northwest Quarter (NW/4) of Section 7, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, more particularly described as follows:

Commencing at the Northwest corner of said South Half (S/2) of the NW/4; thence South  $01^{\circ}20'21''$  East, along the west line of said S/2 of the NW/4, a distance of 495.96 feet; thence North  $88^{\circ}39'39''$  East, a distance of 24.75 feet to a point on the east statutory right of way line of 23<sup>rd</sup> street and the south line of the Amended Angus Acres 2<sup>nd</sup> Addition to the City of Broken Arrow as recorded on March 26<sup>th</sup>, 1959 in the Wagoner County Clerks office, also being the Point of Beginning; thence North  $88^{\circ}56'47''$  East along said south line of the Amended Angus Acres 2<sup>nd</sup> Addition, a distance of 97.69 feet; thence South  $01^{\circ}15'20''$  East, a distance of 95.07 feet; thence North  $52^{\circ}34'11''$  West, a distance of 125.12 feet to a point on said east statutory right of way line of 23<sup>rd</sup> street; thence North  $01^{\circ}20'21''$  West along said east statutory right of way line of 23<sup>rd</sup> street, a distance of 17.20 feet to the Point of Beginning, containing 5,483 square feet or 0.13 acres, more or less.

Basis of bearing is an assumed bearing of South  $01^{\circ}20'21''$  East along the West line of the NW/4 of Section 7, T-18-N, R-15-E



Prepared for: Mehlburger Brawley

A handwritten signature in dark ink, appearing to read "D. S. Goss", written over a horizontal line.

Daniel S. Goss, PLS #1316