

**Contract Committee Review Request**  
**MUST BE COMPLETED IN FULL**

Date: 4/4/2024

Contract/Agreement Vendor:   
Name of Vendor & Contact Person

Vendor Email Address

Describe Contract (Technology, program, consultant-prof Development, etc.)

Please use Summary below to fully explain the contract purchase , any titles, and details for the Board of Education to review.

Reason/Audience to benefit

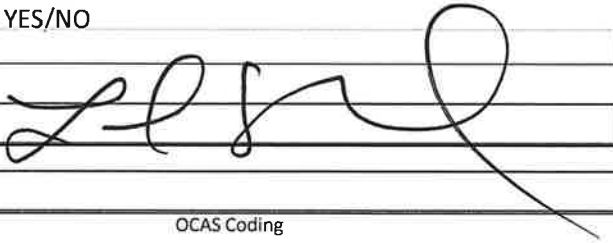
BOE Date Amount of agreement

Person Submitting Contract/Agreement for Review:

**PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK**

Principal &/or Director or Administrator:

Does this Contract/Agreement utilize technology? YES/NO  
 If yes, Technology Admin:

→ Leadership Team Member:  

Funding Source:    
Fund/Project OCAS Coding

**Consent**

**Action**

Accept and Approve the new Mutual Access Easement agreement between Broken Arrow Public Schools and the City of Broken Arrow, for a perpetual non-exclusive right of way and easement over and through the property owned by Broken Arrow Public Schools. This will be no cost to the district. M. Leitch

**Summary** This area must be complete with full explanation of contract

**The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.**



## MEMORANDUM

To: Mr. Chuck Perry

From: Mr. Larry Shackelford

Date: April 15, 2024

Re: Mutual Access Easement Agreement

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### **SUBJECT**

Accept and Approve the new Mutual Access Easement agreement between Broken Arrow Public Schools and the City of Broken Arrow, for a perpetual non-exclusive right of way and easement over and through the property owned by Broken Arrow Public Schools. This will be no cost to the district. M. Leitch

### **SUMMARY**

For Mutual Access Roadway and for the purpose of surveying, excavating for, constructing, operating, repairing and maintaining of such construction upon and over the described tract, to provide access to other property owned by Grantee.

### **FUNDING**

N/A

### **RECOMMENDATION**

Approve

**MUTUAL ACCESS EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **THE BOARD OF EDUCATION OF INDEPENDENT SCHOOL DISTRICT NO. 3, TULSA COUNTY** (“Grantor”) hereby grants and conveys to City of Broken Arrow, Oklahoma, a municipal corporation, (“Grantee”), its successors and assigns, a perpetual, non-exclusive right of way and easement (“Easement”) in, under, upon, about, over and through the property described on the attached Exhibit “A”, hereto and incorporated herein by reference (“Property”).

**SEE EXHIBIT “A”**

For Mutual Access Roadway and for the purpose of surveying, excavating for, constructing, operating, repairing and maintaining of such construction upon and over the described tract, to provide access to other property owned by Grantee.

The undersigned parties are hereby given and granted the mutual possession of described tract for the purposes aforesaid, and both the grantor and grantee, for them and their heirs, administrators, successors and assignees, covenant and agree that no building structure, wall or other above ground obstruction will be placed, erected, installed or permitted upon the described tract; and further covenant and agree that in the event the terms of this paragraph are violated by the grantor, the grantee, or any person in privy with them, such violation will be promptly corrected and eliminated immediately upon receipt of notice from City, grantor or grantee, their heirs, administrators, successors and assignees, and shall promptly pay the actual cost thereof.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

THE BOARD OF EDUCATION OF  
INDEPENDENT SCHOOL DISTRICT NO. 3,  
TULSA COUNTY, AKA/BROKEN ARROW  
PUBLIC SCHOOLS

By: \_\_\_\_\_  
Mr. Steve Allen, Board of Education President

State of Oklahoma    )  
                                  ) §  
County of Tulsa     )

Before me, the undersigned, a Notary Public within and for said County and State, on this \_\_\_ day of April 2024, personally appeared Steve Allen, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the 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.

\_\_\_\_\_  
Notary Public

CITY OF BROKEN ARROW,  
an Oklahoma municipality

\_\_\_\_\_  
Debra Wimpee, Mayor

State of Oklahoma    )  
                                  ) §  
County of Tulsa        )

Before me, the undersigned, a Notary Public within and for said County and State, on this \_\_\_ day of April 2024, personally appeared Debra Wimpee, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the 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.

\_\_\_\_\_  
Notary Public

Approved as to Form:

Approved as to Substance:

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
City Manager

Attest:

Engineer: \_\_\_ checked: \_\_\_\_\_  
Project: Roadway Access ST23320

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

**EXHIBIT "A"**  
**PERMANENT RIGHT-OF-WAY**  
**PARCEL NO. 1**

PERMANENT RIGHT-OF-WAY LYING WITHIN THE **BROKEN ARROW PUBLIC SCHOOLS ELEMENTARY 16** PLAT (BOOK 2541, PAGE 500), A PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY (20), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN MERIDIAN, WAGONER COUNTY, OKLAHOMA. SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHEAST CORNER OF SAID BROKEN ARROW PUBLIC SCHOOLS ELEMENTARY 16 PLAT, SAID POINT BEING ON THE NORTH LINE OF EAST GARY STREET, THENCE S 88°21'48" W ON THE NORTH LINE OF EAST GARY STREET A DISTANCE 363.32 FEET TO THE **POINT OF BEGINNING**;

THENCE N 0°21'48" W A DISTANCE OF 484.31 FEET;

THENCE ON A CURVE TO THE LEFT WITH A RADIUS OF 865.00 FEET, A DISTANCE OF 341.22 FEET, A CHORD BEARING N 11°39'51" W, A CHORD LENGTH OF 339.02 FEET;

THENCE N 22°57'55" W A DISTANCE OF 50.00 FEET;

THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 785.00 FEET, A DISTANCE OF 314.21 FEET, A CHORD BEARING N 11°29'55" W, A CHORD LENGTH OF 312.11 FEET;

THENCE N 0°01'54" W A DISTANCE OF 27.80 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF M.K.&T. RAILROAD;

THENCE N 68°16'53" W ON THE SOUTH RIGHT-OF-WAY OF M.K.&T. RAILROAD A DISTANCE OF 311.49 FEET;

THENCE S 21°43'07" W ON THE SOUTH RIGHT-OF-WAY OF M.K.&T. RAILROAD A DISTANCE OF 25.00 FEET;

THENCE N 68°16'53" W ON THE SOUTH RIGHT-OF-WAY OF M.K.&T. RAILROAD A DISTANCE OF 578.88 FEET TO THE NORTHWEST CORNER OF SAID BROKEN ARROW PUBLIC SCHOOLS ELEMENTARY 16 PLAT;

THENCE S 1°19'24" E ON THE WEST LINE OF SAID BROKEN ARROW PUBLIC SCHOOLS ELEMENTARY 16 PLAT A DISTANCE OF 229.37 FEET;

THENCE S 89°58'51" E A DISTANCE OF 212.74 FEET;

THENCE S 79°40'23" E A DISTANCE OF 111.42 FEET;

THENCE S 59°03'26" E A DISTANCE OF 111.42 FEET;

THENCE S 48°44'57" E A DISTANCE OF 173.82 FEET;

THENCE S 71°33'45" E A DISTANCE OF 134.83 FEET;

THENCE N 85°37'39" E A DISTANCE OF 73.76 FEET;

THENCE ON A CURVE TO THE LEFT WITH A RADIUS OF 875.00 FEET, A DISTANCE OF 225.64 FEET, A CHORD BEARING S 15°34'40" E, A CHORD LENGTH OF 225.01 FEET;

THENCE S 22°57'55" E A DISTANCE OF 50.00 FEET;

THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 775.00 FEET, A DISTANCE OF 305.72 FEET, A CHORD BEARING S 11°39'51" E, A CHORD LENGTH OF 303.74 FEET;

THENCE S 0°21'48" E A DISTANCE OF 486.31 FEET TO A POINT ON THE NORTH LINE OF SAID EAST GARY STREET;

THENCE N 88°21'48" E ON THE NORTH LINE OF SAID EAST GARY STREET A DISTANCE OF 90.02 FEET BACK TO THE **POINT OF BEGINNING**.

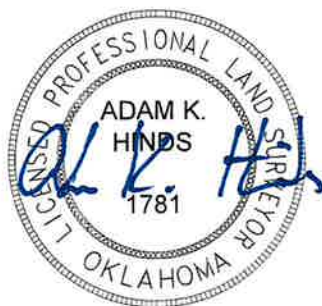
CONTAINING 242,402.14 SQUARE FEET OR 5.56 ACRES OF LAND, MORE OR LESS.

**BASIS OF BEARINGS:**

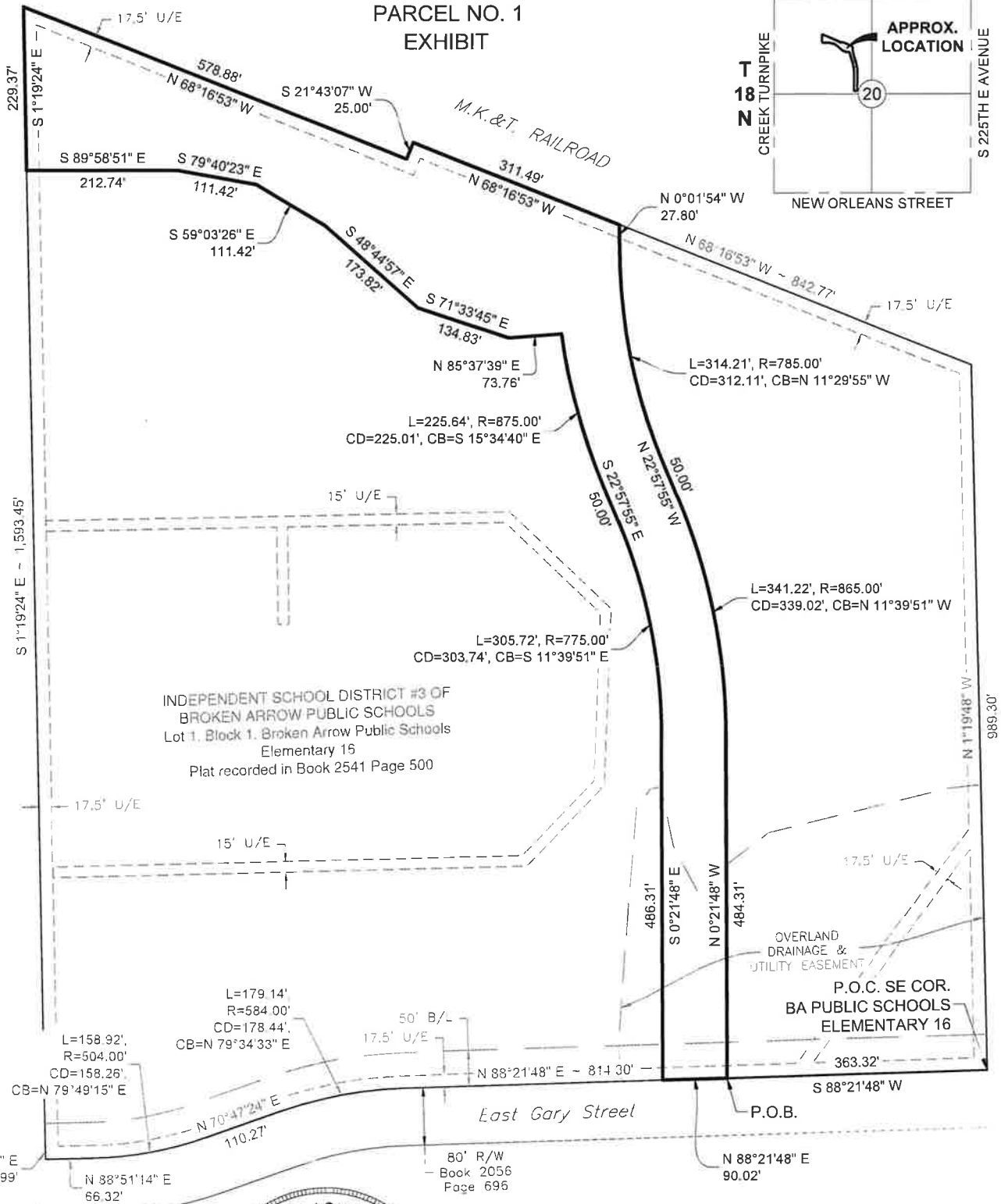
GRID NORTH BASED ON NAD 83 OKLAHOMA  
STATE PLANE COORDINATE SYSTEM  
NORTH ZONE

**THIS DESCRIPTION WAS PREPARED BY:**

ADAM K. HINDS, PLS #1781  
FRONTIER LAND SURVEYING, CA #7232  
DATED 03/11/2024



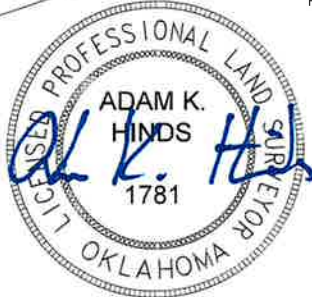
**EXHIBIT "A"**  
**PERMANENT RIGHT-OF-WAY**  
**PARCEL NO. 1**  
**EXHIBIT**



1" = 200'

**BASIS OF BEARINGS:**  
 GRID NORTH BASED ON NAD 83 OKLAHOMA STATE PLANE COORDINATE SYSTEM NORTH ZONE

**THIS DESCRIPTION WAS PREPARED BY:**  
 ADAM K. HINDS, PLS #1781  
 FRONTIER LAND SURVEYING, CA #7232  
 DATED 03/11/2024



THIS SKETCH IS NOT A BOUNDARY SURVEY. IT IS INTENDED TO SHOW THE CONFIGURATION OF PROPOSED EASEMENT. IT SHOULD NOT BE USED TO LOCATE PROPERTY LINES AND DOES NOT MEET THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

PAGE 2 OF 2  
 DRAWN BY: ABB  
 DATE: 03/11/2024

**frontier**  
 LAND SURVEYING  
 P.O. BOX 7197  
 EDMOND, OK 73083  
 405.285.0433  
 CA #7232 EXP: 6/30/24