

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

Date: 10/31/2023

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:

Cabinet Team Member:

Funding Source:   
Fund/Project   
OCAS Coding

**Consent**

**Action**

Accept and Approve the renewal agreement between Broken Arrow Public Schools and the City of Broken Arrow for an easement and right of way over and across at Rosewood Elementary. 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.**

**UTILITY EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **INDEPENDENT SCHOOL DISTRICT NO. 3 OF TULSA COUNTY, OKLAHOMA**, "Grantor," in consideration of the sum of One Dollar (\$1.00), cash in hand paid by the City of Broken Arrow, Oklahoma and other good and valuable considerations, receipt of which is hereby acknowledged, do 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 WAGONER County, State of Oklahoma to wit:

**SEE EXHIBIT "A"**

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 such easement and right of way 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 \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**INDEPENDENT SCHOOL DISTRICT NO. 3  
OF TULSA COUNTY, OKLAHOMA,  
AKA/ BROKEN ARROW PUBLIC SCHOOLS**

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

BY: \_\_\_\_\_

\_\_\_\_\_  
NAME, TITLE

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_ 2023, personally appeared Debra Wimpee, 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 Form:  
CITY of Broken Arrow, Oklahoma,  
A municipal corporation

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

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

\_\_\_\_\_  
Michael L. Spurgeon, City Manager

Attest:

Engineer \_\_\_\_\_ Checked: \_\_\_\_\_  
Project: Wagoner County Line Trunk Sewer, S.22020 Parcel 3

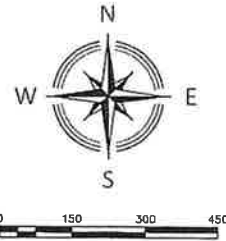
\_\_\_\_\_  
City Clerk

OWNER:  
 INDEPENDENT SCHOOL DISTRICT #3  
 OF BROKEN ARROW PUBLIC SCHOOLS  
 PROPERTY ID:  
 730091131

EXHIBIT "A"  
 PERMANENT EASEMENT

PROPERTY ADDRESS:  
 701 S. MAIN

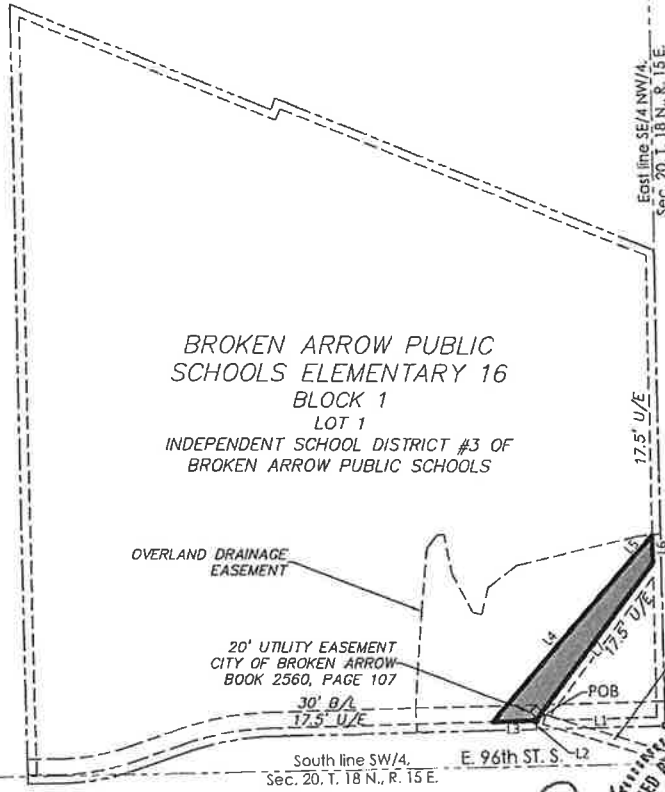
STATEMENT OF BEARINGS  
 Basis of Bearings: Oklahoma State Plane Coordinate System,  
 North Zone, 3501, NAD 83 (1993)



- LEGEND**
- POB POINT OF BEGINNING
  - POC POINT OF COMMENCEMENT
  - Permanent Easement  
24,311.66 s.f. or 0.56 acres, more or less

A part of Lot (1), Block One (1), BROKEN ARROW PUBLIC SCHOOLS ELEMENTARY 16, a subdivision in the City of Broken Arrow, Wagoner County, State of Oklahoma, according to the recorded plat thereof, being more particularly described as follows:

COMMENCING at the Southeast corner of said Lot 1; thence South 88°20'11" West and along the South line of said Lot 1, for a distance of 266.35 feet; thence North 01°39'49" West and perpendicular to said South line, for a distance of 17.50 feet to a point on the North line of a platted 17.5 foot utility easement, same being the POINT OF BEGINNING; thence South 88°20'11" West and parallel with said South line and along said utility easement, for a distance of 89.60 feet; thence North 40°14'36" East, for a distance of 420.15 feet; thence North 40°20'46" East, for a distance of 89.58 feet to a point on the West line of a platted 17.5 foot utility easement; thence South 01°21'25" East and parallel with the East line of said Lot 1 and along said utility easement, for a distance of 58.55 feet; thence South 36°20'52" West and continuing along said utility easement, for a distance of 407.04 feet to the POINT OF BEGINNING.



LINE	BEARING	DISTANCE
L1	S 88°20'11" W	266.35'
L2	N 01°39'49" W	17.50'
L3	S 88°20'11" W	89.60'
L4	N 40°14'36" E	420.15'
L5	N 40°20'46" E	89.58'
L6	S 01°21'25" E	58.55'
L7	S 36°20'52" W	407.04'

BROKEN ARROW PUBLIC  
 SCHOOLS ELEMENTARY 16  
 BLOCK 1  
 LOT 1  
 INDEPENDENT SCHOOL DISTRICT #3 OF  
 BROKEN ARROW PUBLIC SCHOOLS

OVERLAND DRAINAGE  
 EASEMENT

20' UTILITY EASEMENT  
 CITY OF BROKEN ARROW  
 BOOK 2560, PAGE 107

30' B/L  
 17.5' U/E

South line SW/4,  
 Sec. 20, T. 18 N., R. 15 E.

E. 96th ST. S.

East line SE/4 NW/4,  
 Sec. 20, T. 18 N., R. 15 E.

17.5' U/E

20' CITY OF BROKEN ARROW  
 EASEMENT BOOK 953, PAGE 484

POB

POC



Nathaniel J. Reed, S. 1744  
 Oklahoma P.L.S. #1744

7.30.2022  
 Date



NATIVE  
 PLAINS  
 Surveying & Mapping, LLC  
 A Native American Owned Business  
 (918) 234-7596 Office  
 (918) 893-5552 Fax  
 Expires June 30, 2023

PARCEL: PERMANENT ESMT.	PROJECT No.: 226018
DRAWING: PARCEL 3A	DATE: SEPT 2022
REVISION:	DRAWN: JLN
	SCALE: 1:300'
	CHECKED: NUR
	SHEET NO.: 1 OF 1