

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 9/30/2024

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:

Cabinet Team Member:

Funding Source:
Fund/Project OCAS Coding

Consent

Action

Accept and approve the NEW agreement between Broken Arrow Public Schools and Tulsa County which will allow a new, mutual, and a non-exclusive perpetual right of way easement over and through a property owned by BAPS. There is 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: October 14, 2024
Re: Easement for Public Highway

SUBJECT

Accept and approve the NEW agreement between Broken Arrow Public Schools and Tulsa County which will allow a new, mutual, and a non-exclusive perpetual right of way easement over and through a property owned by BAPS. There is no cost to the District. M. Leitch

SUMMARY

FUNDING

RECOMMENDATION

Approve

DONATION CERTIFICATE

DATE: _____

Job Piece No.: 30885(05)

Project No.: 51st St. 161st to 177th

County: Tulsa

Parcel No.: 6A & 6.1

I/We the undersigned, hereby certify that I/we have received the Property Rights Brochure, have been fully informed of my/our right to receive just compensation for the right-of-way upon my/our property and waive the appraisal process and/or offer.

I/We have elected to donate the right-of-way to: TULSA COUNTY

for project; 51st St. 161th st 177th

J/P #: 30885(05)

LEGAL DESCRIPTION: A tract of land that is part of Lot1, Block 1, North Broken Arrow Middle School, an addition to the City of Broken Arrow, Tulsa County SEC 35 T19N R14E

Address: 601 S. Main St. Broken Arrow, OK 74012

SIGNATURES

Dated this _____ day of _____ 2024

BY: _____

BY: _____

BY: _____

BY: _____

WITNESS:

Agent: _____

Date _____

*(Attach Property Rights Brochure)
(Attach Legal Description)*

EASEMENT for Public Highway

KNOW ALL MEN BY THESE PRESENTS:

That Independent School District No. 6 A/K/A Broken Arrow Schools of
Tulsa County, State of Oklahoma, hereinafter called the Grantors (whether one or more),
for and in consideration of the sum of Ten and OVC
(\$ 10.00& OVC)

and other good, valuable and sufficient considerations, do hereby grant, bargain, sell, convey and dedicate
unto the County of Tulsa hereinafter called the Grantee, a perpetual easement over,
under, and across the following described lots or parcels of land, to-wit:

A tract of land that is a part of Lot 1, Block 1, NORTH BROKEN ARROW MIDDLE SCHOOL,
an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, being more
particularly described as follows:

Beginning at the Northeast corner of said Lot 1; thence S 88°40'18" E along the North line of
said Lot 1 a distance of 149.90 feet; thence S 01°19'42" E and perpendicular to said North
line a distance of 25.00 feet; thence N 88°40'18" E and parallel with said North line a distance
of 40.00 feet; thence S 01°19'42" E and perpendicular to said North line a distance of 25.00
feet; thence N 88°40'18" E and parallel with said North line a distance of 110.00 feet to a
point on the East line of said Lot 1; thence N 01°26'36" W along said East line a distance of
50.00 feet to the Point of Beginning.

Said tract of land contains 6,498 square feet, or 0.15 acres more or less of perpetual
easement.

All bearings contained in this description are based on the Oklahoma State Plane Coordinate
System and are not astronomical bearings.

For the same considerations hereinbefore recited, this easement is granted for the purpose of enabling said
Grantee, its offices, agents, contractors, employees and assigns, now or at any time in perpetuity and at its
discretion, to go upon, construct, build, maintain, and regulate a public highway or facilities including
sidewalks and traffic signal appurtenances necessary and incidental thereto, including the airspace above
and removal of and all dirt, rock, gravel, sand and other road building materials, reserving and excepting
unto said Grantors the mineral rights therein provided, however, that any explorations or development of
said reserved mineral rights shall not directly or indirectly interfere with the use of said land for the purposes
herein granted; and reserving unto said Grantors the right of ingress and egress to said public highway
from the remaining lands of the Grantors.

To have and to hold said above described premises unto the said County of Tulsa
free, clear and discharged from any and all claims of damages or injury that may be sustained directly or
indirectly to the remaining lands of the Grantors by reason of the construction and maintenance of a public
highway and all highway excavations, embankments, structures, bridges, drains, sight distance of safety
areas and other facilities that may now or hereafter be, in the discretion of the grantee, necessary for the
construction and maintenance of a public highway and incidental facilities over, across or along the above
described tract of land; the supervision and control of said public highway to be in such municipality, county
or other agency of the State of Oklahoma as has or may have jurisdiction thereof by the laws of the State
of Oklahoma; and said Grantee, its officers, agents, contractors and employees are hereby granted free
access to said property for the purpose of entering upon, constructing, maintaining or regulating the use of
said public highway and incidental facilities.

Said Grantors hereby covenant and warrant that at the time of delivery of these presents they are the
owners in fee simple of the above described premises and that same are free and clear of all liens and
claims whatsoever, except None

The undersigned Grantors hereby designate and appoint itself
as agent to execute the claim and receive the compensation herein named.

IN WITNESS WHEREOF, the grantor(s) herein named has/have hereunto set my/our hand(s) and seal(s)
this the _____ day of _____, 2024.

Individual Acknowledgement

State of Oklahoma)
) ss.
 County of _____)

Before me, _____, a Notary Public in and for this State, on this _____ day of _____, 20____, personally appeared _____
 _____ to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission Expires: _____
 Commission No. _____ Notary Public

Individual Acknowledgement

State of Oklahoma)
) ss.
 County of _____)

Before me, _____, a Notary Public in and for this State, on this _____ day of _____, 20____, personally appeared _____
 _____ to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission Expires: _____
 Commission No. _____ Notary Public

Trust/LLC/Corporation Acknowledgement

State of Oklahoma)
) ss.
 County of _____)

Before me, _____, a Notary Public in and for this State, on this _____ day of _____, 20____, personally appeared _____
 _____ to me known to be the identical person(s) who subscribed the name of the maker thereof to the foregoing instrument as its _____, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed of the _____ for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission Expires: _____
 Commission No. _____ Notary Public

Trust/LLC/Corporation Acknowledgement

State of Oklahoma)
) ss.
 County of _____)

Before me, _____, a Notary Public in and for this State, on this _____ day of _____, 20____, personally appeared _____
 _____ to me known to be the identical person(s) who subscribed the name of the maker thereof to the foregoing instrument as its _____, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed of the _____ for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission Expires: _____
 Commission No. _____ Notary Public

TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Independent School District No. 6 A/K/A Broken Arrow Schools of
Tulsa County, State of Oklahoma, hereinafter called the Grantors (whether one or more),
for and in consideration of the sum of Ten and OVC
(\$ 10.00 & OVC)

and other good, valuable and sufficient considerations, do hereby grant, bargain, sell, convey and dedicate
unto the County of Tulsa, hereinafter called the Grantee, a temporary easement over,
under, and across the following described lots or parcels of land, to-wit:

A tract of land that is a part of Lot 1, Block 1, NORTH BROKEN ARROW MIDDLE SCHOOL,
an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, being more
particularly described as follows:

Beginning at the Northwest corner of said Lot 1; thence N 88°40'18" E along the North line of
said Lot 1 a distance of 75.00 feet; thence S 01°27'07" E and parallel to the West line of said
Lot 1 a distance of 200.00 feet; thence S 88°40'18" W and parallel to said North line a
distance of 75.00 feet to a point on said West line; thence N 01°27'07" W along said West
line a distance of 200.00 feet to the Point of Beginning.

Said tract of land contains 15,000 square feet, or 0.34 acres more or less of temporary
construction easement.

All bearings contained in this description are based on the Oklahoma State Plane
Coordinate System and are not astronomical bearings.

It is a condition of this easement that it shall not be filed for record and that all rights conveyed to the County
of Tulsa and the Transportation Commission by this instrument shall terminate upon
The end of Constructions

Grantor _____ hereby covenant _____ and warrant _____ that at the time of execution
of this easement owner _____ in fee simple of the above
described tract that tract is free and clear of all liens of any nature whatsoever except, _____

The undersigned owner _____ hereby designate and appoint itself
as agent to execute the claim and receive the compensation herein named for said right-of-way.

IN WITNESS WHEREOF, the grantor(s) herein named has/have hereunto set my/our hand(s) and seal(s)
this the _____ day of _____, 2024.

State of Oklahoma)
) ss.
County of _____)

Before me, _____, a Notary Public in and for this State, on this _____ day of _____, 20____, personally appeared

_____ to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission Expires: _____
Commission No. _____ Notary Public

State of Oklahoma)
) ss.
County of _____)

Before me, _____, a Notary Public in and for this State, on this _____ day of _____, 20____, personally appeared

_____ to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission Expires: _____
Commission No. _____ Notary Public

State of Oklahoma)
) ss.
County of _____)

Before me, _____, a Notary Public in and for this State, on this _____ day of _____, 20____, personally appeared

_____ to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its _____, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, and as the free and voluntary act and deed of the _____ for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission Expires: _____
Commission No. _____ Notary Public

State of Oklahoma)
) ss.
County of _____)

Before me, _____, a Notary Public in and for this State, on this _____ day of _____, 20____, personally appeared

_____ to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its _____, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, and as the free and voluntary act and deed of the _____ for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission Expires: _____
Commission No. _____ Notary Public

Project: 51st St. 161st to 177th

Job Piece: 30885(05)

Parcel: 6A & 6.1

County: Tulsa

CONSENT OF OWNERS RIGHT OF ENTRY

Independent School District No. 3 on this day of , 20 24

SEE ATTACHED LEGAL DESCRIPTIONS AS DEFINED BELOW

Exhibit A

Parcel(s) 6.1

The undersigned owner(s) of said land do/does hereby give permission to, **Tulsa County**
Whose address is, **175 East 2nd Street, Suite 1405 Tulsa, OK 74103**
to enter upon said land(s) for the purpose of:

Surveying, tree, brush and grass removal, relocating and maintaining utilities, providing a
safe work area for construction and all construction activities necessary to complete
the project.

Other terms or comments: This right-of-entry does not waive the owners' right to file a claim
for just compensation, either through negotiations or condemnation.

Authorized occupant / Owner(s):

Authorized occupant / Owner(s):

SUBSCRIBED and sworn to before me on this day of , 2024

Notary Public

My Commission Expires: _____

My Commission Number: _____

(SEAL)

Exhibit A

A tract of land that is a part of Lot 1, Block 1, NORTH BROKEN ARROW MIDDLE SCHOOL, an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, being more particularly described as follows:

Beginning at the Northwest corner of said Lot 1; thence N 88°40'18" E along the North line of said Lot 1 a distance of 75.00 feet; thence S 01°27'07" E and parallel to the West line of said Lot 1 a distance of 200.00 feet; thence S 88°40'18" W and parallel to said North line a distance of 75.00 feet to a point on said West line; thence N 01°27'07" W along said West line a distance of 200.00 feet to the Point of Beginning.

Said tract of land contains 15,000 square feet, or 0.34 acres more or less of temporary construction easement.

All bearings contained in this description are based on the Oklahoma State Plane Coordinate System and are not astronomical bearings.

A tract of land that is a part of Lot 1, Block 1, NORTH BROKEN ARROW MIDDLE SCHOOL, an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, being more particularly described as follows:

Beginning at the Northeast corner of said Lot 1; thence S 88°40'18" E along the North line of said Lot 1 a distance of 149.90 feet; thence S 01°19'42" E and perpendicular to said North line a distance of 25.00 feet; thence N 88°40'18" E and parallel with said North line a distance of 40.00 feet; thence S 01°19'42" E and perpendicular to said North line a distance of 25.00 feet; thence N 88°40'18" E and parallel with said North line a distance of 110.00 feet to a point on the East line of said Lot 1; thence N 01°26'36" W along said East line a distance of 50.00 feet to the Point of Beginning.

Said tract of land contains 6,498 square feet, or 0.15 acres more or less of perpetual easement.

All bearings contained in this description are based on the Oklahoma State Plane Coordinate System and are not astronomical bearings.

DONATION CERTIFICATE

DATE: _____

Job Piece No.: 30885(05)

Project No.: 51st St. 161st to 177th

County: Tulsa

Parcel No.: 7.1

I/We the undersigned, hereby certify that I/we have received the Property Rights Brochure, have been fully informed of my/our right to receive just compensation for the right-of-way upon my/our property and waive the appraisal process and/or offer.

I/We have elected to donate the right-of-way to: TULSA COUNTY

for project; 51st St. 161th st 177th

J/P #: 30885(05)

LEGAL DESCRIPTION:

A tract of land that is part of the NE/4 of NE/4 of NW/4 SEC 35
T19N R14E

Address: 601 S. Main St. Broken Arrow, OK 74012

SIGNATURES

Dated this _____ day of _____ 2024

BY: _____

BY: _____

BY: _____

BY: _____

WITNESS:

Agent: _____

Date _____

*(Attach Property Rights Brochure)
(Attach Legal Description)*

TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Broken Arrow Board of Education, School District #3 of
Tulsa County, State of Oklahoma, hereinafter called the Grantors (whether one or more),
for and in consideration of the sum of Ten and OVC
(\$ 10.00 & OVC)

and other good, valuable and sufficient considerations, do hereby grant, bargain, sell, convey and dedicate
unto the County of Tulsa hereinafter called the Grantee, a temporary easement over,
under, and across the following described lots or parcels of land, to-wit:

A tract of land that is a part of the NE/4 NE/4 NW/4 of Section 35, Township 19 North, Range 14 East
of the Indian Base and Meridian, Tulsa County, State of Oklahoma, being more particularly described
as follows:

Commencing at the Northwest corner of the NW/4 of said Section 35; thence N 88°40'18" E along the
North line of said NW/4 a distance of 2,112.53 feet, said point being 130.00 feet N 88°40'18" E of the
Northwest corner of said NE/4 NE/4 NW/4; thence S 01°26'36" E and parallel to the West line of said
NE/4 NE/4 NW/4 a distance of 50.00 feet to the Point of Beginning; thence N 88°40'18" E and parallel
to the North line of said NW/4 a distance of 120.04 feet; thence S 01°19'42" E and perpendicular to
said North line a distance of 27.50 feet; thence S 88°40'18" W and parallel to said North line a
distance of 119.98 feet to a point that is 130.00 feet East of the West line of said NE/4 NE/4 NW/4;
thence N 01°26'36" W and parallel to the West line of said NE/4 NE/4 NW/4 a distance of 27.50 feet
to the Point of Beginning.

Said tract of land contains 3,300 square feet, or 0.08 acres more or less of temporary construction
easement.

All bearings contained in this description are based on the Oklahoma State Plane Coordinate System
and are not astronomical bearings.

It is a condition of this easement that it shall not be filed for record and that all rights conveyed to the County
of Tulsa and the Transportation Commission by this instrument shall terminate upon
end of construction

Grantor _____ hereby covenant _____ and warrant _____ that at the time of execution
of this easement owner is the owner in fee simple of the above
described tract that tract is free and clear of all liens of any nature whatsoever except, none

The undersigned owner _____ hereby designate and appoint itself
as agent to execute the claim and receive the compensation herein named for said right-of-way.

IN WITNESS WHEREOF, the grantor(s) herein named has/have hereunto set my/our hand(s) and seal(s)
this the _____ day of _____, 2024.

Individual Acknowledgement

State of Oklahoma)
) ss.
County of _____)

Before me, _____, a Notary Public in and for this State, on this _____ day of _____, 20____, personally appeared

_____ to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission Expires: _____
Commission No. _____ Notary Public

Individual Acknowledgement

State of Oklahoma)
) ss.
County of _____)

Before me, _____, a Notary Public in and for this State, on this _____ day of _____, 20____, personally appeared

_____ to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission Expires: _____
Commission No. _____ Notary Public

Trust/LLC/Corporation Acknowledgement

State of Oklahoma)
) ss.
County of _____)

Before me, _____, a Notary Public in and for this State, on this _____ day of _____, 20____, personally appeared

_____ to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its _____, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, and as the free and voluntary act and deed of the _____ for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission Expires: _____
Commission No. _____ Notary Public

Trust/LLC/Corporation Acknowledgement

State of Oklahoma)
) ss.
County of _____)

Before me, _____, a Notary Public in and for this State, on this _____ day of _____, 20____, personally appeared

_____ to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its _____, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, and as the free and voluntary act and deed of the _____ for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission Expires: _____
Commission No. _____ Notary Public

Project: 51st St. 161st to 177th
Job Piece: 30885(05)
Parcel: 7.1
County: Tulsa

CONSENT OF OWNERS RIGHT OF ENTRY

Broken Arrow Board of Education, School District No. _____
3, Tulsa County, Oklahoma on this _____ day of _____, 20 24

SEE ATTACHED LEGAL DESCRIPTIONS AS DEFINED BELOW

**Exhibit A
Parcel(s) 7.1**

The undersigned owner(s) of said land do/does hereby give permission to, **Tulsa County**
Whose address is, **175 East 2nd Street, Suite 1405 Tulsa, OK 74103**
to enter upon said land(s) for the purpose of:

Surveying, tree, brush and grass removal, relocating and maintaining utilities, providing a
safe work area for construction and all construction activities necessary to complete
the project.

Other terms or comments: This right-of-entry does not waive the owners' right to file a claim
for just compensation, either through negotiations or condemnation.

Authorized occupant / Owner(s):	Authorized occupant / Owner(s):
_____	_____
0	
_____	_____

SUBSCRIBED and sworn to before me _____ on this _____ day of _____, 2024

Notary Public

My Commission Expires: _____

My Commission Number: _____
(SEAL)

Job Piece No.: 30885(04)

County: Tulsa

Parcel No.: 7.1

EXHIBIT "A"

NE/4 of NE/4 of NW/4 of Section 35, Township 19 North,
Range 14 East, containing 10 acres, more or less,