

**Contract Committee Review Request**

**MUST BE COMPLETED IN FULL**

Date: 12/13/2021

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

*Start over Jan. 10 - 2022*

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**

The easement will benefit the Grantee, Mr. Officer by providing driveway usage for ingress and egress of vehicle traffic to his property. Mr. Officer will maintain the easement property (removing vegetation, trimming or cutting trees and/or vegetation that may encroach on the easement property) and at all times keep the easement property open for the benefit of the Grantor, BAPS.

**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.*

## REAL ESTATE EASEMENT AGREEMENT

THIS AGREEMENT is made on Jan 10, by and between INDEPENDENT SCHOOL DISTRICT NO 3 of 701 S MAIN, Broken Arrow, Oklahoma 74012, hereinafter ("Grantor"), and Michael Officer of 4212 S Willow Ave, Broken Arrow, Oklahoma, 74011 hereinafter ("Grantee").

### Recitals

- A. The Grantor is the owner of certain real property fully described as follows: SW NE SEC 26 18 14 40AC, (Servient Estate).
- B. The Grantee is the owner of certain real property fully described as follows: N1/2 N1/2 NE SE SEC 26 18 14, 10 acres, ("Dominant Estate").
- C. The Grantee desires to acquire certain rights to the Servient Estate.

### 1. Grant of Easement

For valuable consideration, Grantor hereby grants to Grantee an easement on and across the following-described portion of the Servient Estate: 180 ft East/West and 30ft North/South in the South West corner of the property fully described as SW NE SEC 26 18 14 40AC

### 2. Character of Easement

It is the intention of the parties that the easement granted appurtenant to the Dominant Estate, in that the easement benefits the use and enjoyment of the Dominant Estate by Driveway use for ingress and egress vehicle traffic.

### 3. Binding Effect

This Agreement is made expressly for the benefit of, and shall be binding on, the heirs, personal representatives, successors in interest, and assigns of the respective parties.

### 4. Purpose of Easement

The easement will benefit the Grantee by Driveway use for ingress and egress vehicle traffic.

### 5. Limitations

It is expressly agreed that the easement, rights, and privileges conveyed to the Grantee are limited to providing access to the Grantee's property.

### 6. Exclusiveness of Easement

The easement, rights, and privileges granted by this easement are exclusive, and Grantor covenants not to convey any other easement or conflicting rights within the area covered by this grant, or nonexclusive, and Grantor reserves and retains the right to convey similar easement and rights to such other persons as the Grantor may deem proper.

### 7. Grantor's Rights

Grantor also retains, reserves, and shall continue to enjoy the user of the surface of the land subject to this easement for any all purposes that do not interfere with or prevent the use by Grantee of the easement. Grantor's retained rights include, but are not limited to, the right to build and use the surface of the easement for drainage ditches and private streets, roads, driveways, alleys, walks, gardens, lawns, planting or parking areas, and other like uses. The Grantor further reserves the right dedicate all or any part of the property affected by this easement to any city for use as a public street, road, or alley, if the dedication can be accomplished without extinguishing or otherwise interfering with the rights of the Grantee in the easement. If the Grantor or any of the Grantor's successors or assigns dedicates all or any part of the property affected by this easement, the Grantee and its successors and assigns shall execute all instruments that may be necessary or appropriate to effectuate the dedications.

#### 8. Grantee's Rights and Duties

Grantee shall have the duty to repair and maintain the property subject to the easement and shall at all times keep the easement property free and open for the benefit of the Grantor and any other concurrent user. Grantee shall at all times act so as to safeguard Grantor's property. Grantee shall have the right to keep access to the easement open by removing vegetation and by cutting or trimming trees or vegetation that may encroach on the easement property. Grantee shall have the right to cut and trim trees or shrubbery that may encroach on the easement property. Grantee shall dispose of all cuttings and trimmings by hauling them away from the premises.

#### 9. Termination

This easement may be terminated by written agreement signed by all owners of record and other successors to the respective interests of the Grantor and Grantee in the Dominant and Servient Estates. Grantee, his/her heirs, successors, and assigns may execute and record a release of this easement at any time. This easement shall also terminate if the purposes of the easement cease to exist, are abandoned by Grantee, or become impossible to perform.

#### 10. Failure to Perform

Should Grantee fail to perform any covenant, undertaking, or obligation arising under this easement, all rights and privileges granted shall terminate and the provisions of this Agreement creating the easement shall be of no further effect. In such a case, within thirty days of receipt of a written demand from the Grantor, Grantee shall execute and record all documents necessary to terminate the easement of record. Should Grantee fail or refuse to record the necessary documents, Grantor shall be entitled to bring an action for the purpose of declaring the easement to be terminated.

#### 11. Entire Agreement

This instrument contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect. Any modification of this Agreement must be in writing and must be signed by both parties.

#### 12. Attorney's Fees

If legal action is initiated by either party for the purpose of enforcing or interpreting this Agreement, or to compel the recording of a release, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

The parties have executed this agreement on the above mentioned date.

GRANTOR:

\_\_\_\_\_

Representative of Independent School District 3 (Broken Arrow)

GRANTEE:

*Michael Officer*  
\_\_\_\_\_

Michael Officer

## REAL ESTATE EASEMENT AGREEMENT

THIS AGREEMENT is made on Oct 19, 2015 by and between INDEPENDENT SCHOOL DISTRICT NO 3 of 701 S MAIN, Broken Arrow, Oklahoma 74012, hereinafter ("Grantor"), and Michael Officer of 4212 S Willow Ave, Broken Arrow, Oklahoma, 74011 hereinafter ("Grantee").

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## Tulsa County Interactive Map

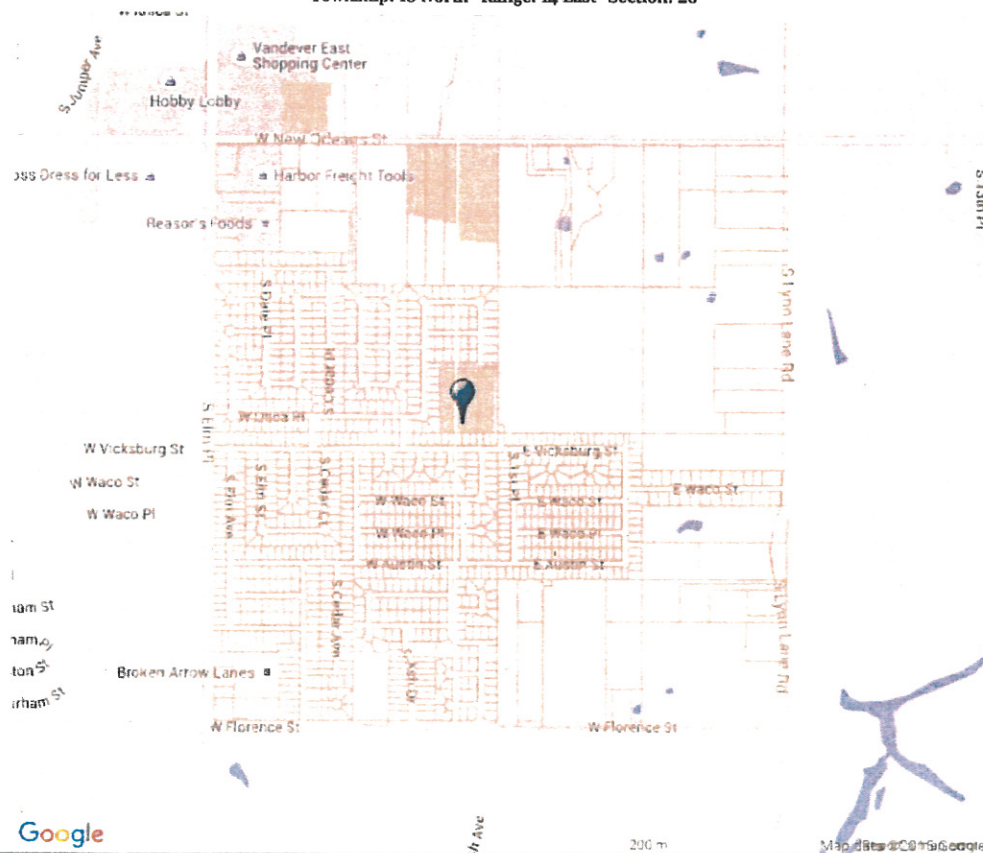
### Disclaimer

The Tulsa County Assessor's Office has made every effort to insure the accuracy of the data contained on this web site; however, this material may be slightly dated which could have an impact on its accuracy.


The information must be accepted and used by the recipient with the understanding that the data was developed and collected only for the purpose of establishing fair market value for ad valorem taxation. Although changes may be made periodically to the tax laws, administrative rules and similar directives, these changes may not always be incorporated in the material on this web site.

The Tulsa County Assessor's Office assumes no liability for any damages incurred, whether directly or indirectly, incidental, punitive or consequential, as a result of any errors, omissions or discrepancies in any information published on this web site or by any use of this web site.

Township: 18 North Range: 14 East Section: 26



**Summary Data** [parcel with marker]

<b>Account #</b> R98426842626030	
<b>Situs address</b> 101 W TWIN OAKS ST S BROKEN ARROW 74011	
<b>Owner name</b> BROKEN ARROW BOARD OF EDUCATION	
<b>Fair market value</b> \$1,426,945	<b>Livable</b> † 16,205 SF
<b>Last year's taxes</b> —	<b>Year built</b> 1980

† Square footage and acreage values included in this record are approximations. They may not reflect what a licensed surveyor would determine by performing a formal survey. They are for tax purposes only and are not intended for use in making conveyances or for preparing legal descriptions of properties.



## Property Search

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### Quick Facts

<b>Account #</b>	R98426842652410
<b>Parcel #</b>	98426-84-26-52410
<b>Situs address</b>	
<b>Owner name</b>	OFFICER, MICHAEL AND ERIN
<b>Fair cash (market) value</b>	\$90,000
<b>Last year's taxes</b>	\$1,306
<b>Legal description</b>	Subdivision: UNPLATTED Legal: N1/2 N1/2 NE SE SEC 26 18 14 10 AC Section: 26 Township: 18 Range: 14

### General Information

<b>Situs address</b>	
<b>Owner name</b>	OFFICER, MICHAEL AND ERIN
<b>Owner mailing address</b>	4212 S WILLOW AVE BROKEN ARROW, OK 74012
<b>Land area</b>	10.00 acres / 435,600 sq ft
<b>Tax rate</b>	BA-3A [BROKEN ARROW] Subdivision: UNPLATTED
<b>Legal description</b>	Legal: N1/2 N1/2 NE SE SEC 26 18 14 10 AC Section: 26 Township: 18 Range: 14
<b>Zoning</b>	GENERAL AG DISTRICT [A1]

### Values

	2019	2020	2021
<b>Land value</b>	\$90,000	\$90,000	\$90,000
<b>Improvements value</b>	\$0	\$0	\$0
<b>Fair cash (market) value</b>	\$90,000	\$90,000	\$90,000

### Exemptions claimed

	2019	2020	2021
<b>Homestead</b>	—	—	—
<b>Additional homestead</b>	—	—	—
<b>Senior Valuation Limitation</b>	—	—	—
<b>Veteran</b>	—	—	—

### Tax Information

	2019	2020	2021
<b>Fair cash (market) value</b>	\$90,000	\$90,000	\$90,000
<b>Total taxable value (capped)</b>	\$90,000	\$90,000	\$90,000
<b>Assessment ratio</b>	11%	11%	11%
<b>Gross assessed value</b>	\$9,900	\$9,900	\$9,900
<b>Exemptions</b>	\$0	\$0	\$0
<b>Net assessed value</b>	\$9,900	\$9,900	\$9,900
<b>Tax rate</b>	BA-3A [BROKEN ARROW]		
<b>Tax rate mills</b>	132.03	131.93	131.93*
<b>Estimated taxes</b>	\$1,307	\$1,306	\$1,306*
<b>Most recent NOV</b>	March 13, 2012		

\* Estimated from 2020 millage rates

### Tax detail (2020 millages)

	%	Mills	Dollars
<b>City-County Health</b>	2.0	2.58	\$25.54
<b>City-County Library</b>	4.0	5.32	\$52.67
<b>Tulsa Technology Center</b>	10.1	13.33	\$131.97
<b>Emergency Medical Service</b>	0.0	0.00	\$0.00
<b>Tulsa Community College</b>	5.5	7.21	\$71.38
<b>School Locally Voted</b>	23.0	30.35	\$300.47
<b>City Sinking</b>	12.3	16.19	\$160.28
<b>School County Wide Bldg</b>	3.9	5.20	\$51.48
<b>School County Wide ADA</b>	3.0	4.00	\$39.60
<b>School County Wide General</b>	27.6	36.40	\$360.36
<b>County Government</b>	8.6	11.35	\$112.37

(Continued on next page)

## Improvements

Bldg ID#	Property type	Condition	Quality	Year built	Livable*	Stories	Foundation	Exterior	Roof	Baths	HVAC
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## Sales/Documents

Date	Grantor	Grantee	Price	Doc type	Book-Page/Doc#
Aug 9, 2011	WARD, WILLIAM M AND MARTHA J	OFFICER, MICHAEL AND ERIN	\$90,000	Warranty Deed	2011070325
Mar 1, 1997			\$31,000	Quit Claim Deed	05898-00720

## Images

Photo/sketch
(Click to enlarge) No pictures or sketches available

† Square footage and acreage values included in this record are approximations. They may not reflect what a licensed surveyor would determine by performing a formal survey. They are for tax purposes only and are not intended for use in making conveyances or for preparing legal descriptions of properties.



Leaflet | Tiles © Esri — Source: Esri, i-cubed, USDA, USGS, AEX, GeoEye, Getmapping, Aerogrid, IGN, IGP, UPR-EGP, and the GIS User Community

[Click to view this area on the Google Maps web page in a new window](#)

John A. Wright — Tulsa County Assessor

Tulsa County Headquarters, 5th floor | 218 W Sixth St | Tulsa, OK 74119

Phone: (918) 596-5100 | Fax: (918) 596-4799 | Email: [assessor@tulsacounty.org](mailto:assessor@tulsacounty.org)

Office hours: 8:00–5:00 Monday–Friday (excluding holidays)