

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU"), effective as of the 11th day of March, 2019, (the "Effective Date"), is made by and between the City Of Broken Arrow, Oklahoma, an Oklahoma municipal corporation (the "City"), and Independent School District No. 3 of Tulsa County, Oklahoma a/k/a Broken Arrow Public Schools ("Schools").

WITNESSETH:

WHEREAS, the Broken Arrow City Council approved the construction of the Broken Arrow Creek Trail Project ("Project") on (date) to be located between (street) and (street); and

WHEREAS, the Board of Directors of the Indian Nations Council of Governments ("INCOG") has authorized the expenditure of allocated federal STP funds toward the Project and the Oklahoma Department of Transportation has agreed to the utilization of STP funds for purposes of construction of the Project; and

WHEREAS, the Schools owns property currently used as The Freshman Academy and generally located at 301 West New Orleans, Broken Arrow, Oklahoma ("Property"); and

WHEREAS, in accordance with the plans for the Project, a portion of the trail will run on the east side of the Property from West New Orleans Street to West Vicksburg Street and will align with South 1st Place located on the north side of West New Orleans Street, as reflected on the survey attached hereto as Exhibit A; and

WHEREAS, the Schools have indicated its willingness to donate and convey the permanent right of way, legally described in Exhibit A ("Parcel"), necessary to construction of the trail; and

WHEREAS, the Schools own the vacant land located directly east of the Property and may wish to construct a new school or other building upon that land at a future date;

WHEREAS, 70 O.S. §5-117 A. 11 authorizes the Board of Education of a School District to convey real property to a local political subdivision without consideration; and

WHEREAS, 60 O.S. §381 authorizes the City to take title to the real property gifted by the Schools; and

WHEREAS, this MOU is entered into for the benefit of the health, safety and general welfare of the citizens of Broken Arrow, Oklahoma;

NOW, THEREFORE, the Schools and the City hereby covenant and agree as follows:

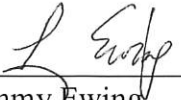
1. Within 30 days of the date of this MOU, the Schools will donate and convey the Parcel to the City by general warranty deed; and

2. In the event the Schools develops the land east of the Parcel and so requests, the City will negotiate in good faith regarding an adjustment in the location of the trail to accommodate the construction of a new building east of the trail, subject to all applicable laws and regulations, and the requirements of the City's agreements with, among others, the Oklahoma Department of Transportation.

IN WITNESS WHEREOF, both of the parties has caused this MOU to be executed by its duly authorized officials as of the date first above written.

APPROVED AS TO FORM:

CITY OF BROKEN ARROW, OKLAHOMA



Tammy Ewing
Assistant City Attorney

Michael L. Spurgeon,
City Manager

INDEPENDENT SCHOOL DISTRICT NO. 3
OF TULSA COUNTY, OK, A/K/A BROKEN
ARROW PUBLIC SCHOOLS



President of Board of Education

Date of Execution: 3-11-19