

## CONTRACT FOR SALE AND EXCHANGE OF REAL ESTATE

This Contract is entered into as of this 11<sup>th</sup> day of March, 2019 (the "Effective Date"), by and between **INDEPENDENT SCHOOL DISTRICT NO. 3 OF TULSA COUNTY, OKLAHOMA, a/k/a Broken Arrow Public Schools** (the "District"), and **THE CITY OF BROKEN ARROW, OKLAHOMA** (the "City").

### **RECITALS:**

A. City is the owner of, and possesses good and valid, merchantable, fee simple record title to, the real property described on **EXHIBIT A**, attached hereto and incorporated herein (the "Property I").

B. District is the owner of, and possesses good and valid, merchantable, fee simple record title to, the real property described on **EXHIBIT B**, attached hereto and incorporated herein (the "Property II").

C. Upon the terms and conditions and for the consideration set forth in this Contract, City will sell and convey Property I to District, and District will sell and convey Property II to City.

NOW THEREFORE, in consideration of the mutual promises contained herein, and intending to be legally bound, the parties agree as follows:

### **I.**

#### **EXCHANGE OF PROPERTY**

1. Exchange. In consideration of the covenants and agreements set forth herein, City hereby agrees to convey Property I to District, and District agrees to convey Property II to City. The properties are to be conveyed as an equal exchange without additional monetary consideration. Both properties will be conveyed by Special Warranty Deeds free and clear of all liens and encumbrances, except easements, restrictions and rights-of-way of record. Property I and Property II shall include all of the real estate described above, including all of the parties' interest in all rights, easements, ways, licenses, permits, warranties or privileges located thereon, appurtenances thereunto belonging, or in any way appertaining thereto or used in connection therewith.

### **II.**

#### **TITLE**

1. Delivery of Abstract. Within 20 days after the date of this Contract, each party shall deliver to the other an Abstract of Title to the property to be conveyed by that party in the land exchange.

2. Defects in Title. The party receiving the Abstract of Title will have 10 days from receipt in which to object, in writing and with reasonable particularity, to the status of title to the

As to City:

City of Broken Arrow  
ATTN: City Manager  
220 South First Street  
Broken Arrow, OK 74012

Any notice which shall be served upon either of the parties in the manner aforesaid shall be deemed sufficiently given for all purposes hereunder (i) at the time such notice is hand delivered in person, or (ii) on the fourth day after the posting, postage prepaid, in the U.S. Mails of such notices in accordance with the preceding portion of this paragraph. Either party shall have the right from time to time to designate by written notice to the other party such other person or persons and at such other place or places as they may desire written notices to be delivered or sent in accordance herewith; provided, however, at no time shall either party be required to send more than an original and 2 copies of any such notice, demand or request required or permitted hereunder.

2. Amendments. No amendment to this Contract shall be binding on any of the parties to this Contract unless such amendment is in writing, properly approved by the governing bodies of both parties, and executed by both parties with the same formality as this Contract is executed.

3. Severability. If any term, covenant or condition of this Contract or the application thereof shall, to any extent, be invalid or unenforceable, the remainder of this Contract shall not be affected thereby and each term, covenant or condition of this Contract shall be valid and be enforced to the fullest extent permitted by law.

4. Survival. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding anything contained herein to the contrary, all covenants, agreements, representations and warranties of the sellers of the respective properties shall survive the execution and delivery of the deeds.

5. Applicable Laws. This Contract shall be construed and interpreted under the laws of the State of Oklahoma.

6. Attorney Fees. In any judicial proceeding (trial and appellate) seeking to enforce the terms and provisions of this Contract, the prevailing party shall be entitled to reasonable attorney fees, expenses and court costs, in addition to any other relief provided herein.

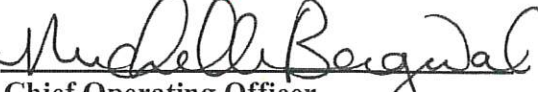
7. Risk of Loss. The risk of loss or damage to the property or any part thereof by fire or any other casualty from the date hereof up to the date possession of the property is transferred shall be with the transferor. Thereafter, the transferee shall bear the risk of any such loss or damage to the property.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the Effective Date first above written.

District:

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

By   
Board President

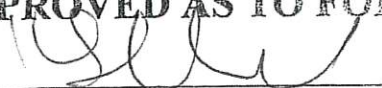
By   
Chief Operating Officer

City:

THE CITY OF BROKEN ARROW,  
OKLAHOMA

By \_\_\_\_\_  
Craig Thurmond, Mayor

APPROVED AS TO FORM

  
Deputy City Attorney





Sisemore Weisz & Associates, Inc.

Engineering • Land Surveying  
Land Planning • 3D Scanning • UAV Mapping

6111 E. 32<sup>nd</sup> Place Tulsa, OK. 74135 (918)-665-3600

### TRACT "A" LEGAL DESCRIPTION

A TRACT OF LAND THAT IS PART OF THE NORTHWEST QUARTER (NW/4) AND PART OF THE SOUTHWEST QUARTER (SW/4) IN SECTION TWENTY (20), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS THE SOUTHWEST CORNER OF THE SE/4 NW/4; THENCE NORTH 01°21'07" WEST ALONG THE WESTERLY LINE OF SAID SE/4 NW/4 AND ALONG THE WESTERLY LINE OF THE NE/4 NW/4 FOR 1593.45 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE M.K.&T. RAILROAD; THENCE SOUTH 68°18'36" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE FOR 578.88 FEET; THENCE NORTH 21°41'24" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE FOR 25.00 FEET; THENCE SOUTH 68°18'36" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE FOR 842.77 FEET TO A POINT ON THE EASTERLY LINE OF THE SE/4 NW/4; THENCE SOUTH 01°21'31" EAST ALONG SAID EASTERLY LINE FOR 989.30 FEET; THENCE SOUTH 88°20'05" WEST FOR 814.30 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 17°34'31", A RADIUS OF 584.00 FEET, A CHORD BEARING OF SOUTH 79°32'50" WEST, A CHORD DISTANCE OF 178.44 FEET, FOR AN ARC LENGTH OF 179.14 FEET; THENCE SOUTH 70°45'34" WEST FOR 110.27 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 18°03'57", A RADIUS OF 504.00 FEET, A CHORD BEARING OF SOUTH 79°47'33" WEST, A CHORD DISTANCE OF 158.26 FEET, FOR AN ARC LENGTH OF 158.92 FEET; THENCE SOUTH 88°49'31" WEST FOR 66.32 FEET TO A POINT ON THE WESTERLY LINE OF THE NE/4 SW/4; THENCE NORTH 01°23'44" WEST ALONG SAID WESTERLY LINE FOR 19.99 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.

SAID TRACT OF LAND CONTAINING 38.734 ACRES OR 1,687,270 SQUARE FEET, MORE OR LESS.

### LEGAL DESCRIPTION CERTIFICATION

I, SHAWN A. COLLINS, OF SISEMORE WEISZ & ASSOCIATES, CERTIFY THAT THE ATTACHED LEGAL DESCRIPTION CLOSES IN ACCORD WITH EXISTING RECORDS, IS A TRUE REPRESENTATION OF THE LEGAL DESCRIPTION AS DESCRIBED, AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING OF THE STATE OF OKLAHOMA.

SISEMORE WEISZ & ASSOCIATES, INC.  
BY SHAWN A. COLLINS

02.18.2019  
DATE

SHAWN A. COLLINS  
PLS No. 1788, STATE OF OKLAHOMA  
C. A. NO. 2421 EXPIRES 6/30/1788



EXHIBIT

A



Sisemore Weisz & Associates, Inc.

Engineering • Land Surveying  
Land Planning • 3D Scanning • UAV Mapping

6111 E. 32<sup>nd</sup> Place Tulsa, OK. 74135 (918)-665-3600

### TRACT B LEGAL DESCRIPTION

A TRACT OF LAND THAT IS PART OF LOT ONE (1), BLOCK ONE (1), BAPS ELEMENTARY + ECDC - WEST FLORENCE STREET, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

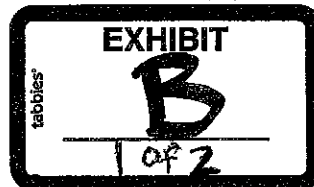
BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 1; THENCE NORTH 01°22'20" WEST (PLAT BEARING OF NORTH 01°22'25" WEST) ALONG THE WESTERLY LINE OF SAID LOT 1 FOR 2590.69 FEET (PLAT DISTANCE OF 2590.32 FEET) TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 88°39'16" EAST (PLAT BEARING OF NORTH 88°38'52" EAST) ALONG THE NORTHERLY LINE OF SAID LOT 1 FOR 1319.04 FEET (PLAT DISTANCE OF 1318.40 FEET) TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 01°24'26" EAST (PLAT BEARING OF SOUTH 01°25'14" EAST) ALONG THE EASTERLY LINE OF SAID LOT 1 FOR 1550.19 FEET; THENCE SOUTH 88°34'35" WEST FOR 477.63 FEET; THENCE SOUTH 01°22'20" EAST FOR 48.30 FEET; THENCE SOUTH 88°34'35" WEST FOR 60.00 FEET; THENCE NORTH 01°22'20" WEST FOR 48.30 FEET; THENCE SOUTH 88°34'35" WEST FOR 421.18 FEET; THENCE SOUTH 20°00'00" WEST FOR 182.42 FEET; THENCE SOUTH 01°22'20" EAST FOR 645.00 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 32°03'48", A RADIUS OF 100.00 FEET, A CHORD BEARING OF SOUTH 17°24'14" EAST, A CHORD DISTANCE OF 55.23 FEET, FOR AN ARC LENGTH OF 55.96 FEET; THENCE SOUTH 33°26'07" EAST FOR 24.41 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 32°03'48", A RADIUS OF 200.00 FEET, A CHORD BEARING OF SOUTH 17°24'14" EAST, A CHORD DISTANCE OF 110.47 FEET, FOR AN ARC LENGTH OF 111.92 FEET; THENCE SOUTH 01°22'20" EAST FOR 43.88 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 1; THENCE SOUTH 88°34'35" WEST ALONG SAID SOUTHERLY LINE FOR 353.33 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.

SAID TRACT OF LAND CONTAINING 2,369,807 SQUARE FEET OR 54.403 ACRES, MORE OR LESS.

### LEGAL DESCRIPTION CERTIFICATION

I, SHAWN A. COLLINS, OF SISEMORE WEISZ & ASSOCIATES, CERTIFY THAT THE ATTACHED LEGAL DESCRIPTION CLOSES IN ACCORD WITH EXISTING RECORDS, IS A TRUE REPRESENTATION OF THE LEGAL DESCRIPTION AS

6111 E. 32<sup>nd</sup> Place Tulsa, • OK 74135 • Voice (918)665-3600 • Fax (918)665-8668

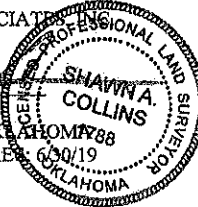


DESCRIBED, AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING OF THE STATE OF OKLAHOMA.

03.05.2019  
DATE

SISEMORE WEISZ & ASSOCIATES, INC.  
BY SHAWN A. COLLINS

SHAWN A. COLLINS  
PLS No. 1788, STATE OF OKLAHOMA  
C. A. NO. 2421 EXPIRES: 6/30/19



W:\16484.03\TRACT B LEGAL DESCRIPTION.doc  
3/04/19 agm

