

PUBLIC PARKING ENCROACHMENT LICENSE AGREEMENT

THIS ENCROACHMENT LICENSE AGREEMENT ("Agreement") is entered into by and between the City of Broken Arrow, Oklahoma ("City"), and The Pines at the Preserve, LLC by Glenn Shaw ("Licensee").

I. RECITALS

- A. The City owns and controls the right-of-way described in *Exhibit A* (the "ROW").
- B. Licensee owns property adjacent to the ROW and has requested use of a portion of the ROW for striped parking spaces.
- B. The City finds that allowing non-exclusive public parking in this location will serve a legitimate public purpose by increasing parking availability, reducing congestion, and supporting economic development.
- C. This Agreement is intended to allow such use on a revocable basis, subject at all times to the City's paramount rights to use, occupy, or reclaim the ROW.

II. GRANT OF LICENSE

The City hereby grants Licensee a revocable, non-exclusive license to construct, maintain, and use parking improvements within the ROW solely for public parking purposes, subject to the terms herein.

III. CONDITIONS OF USE

- A. Public Access: Parking spaces must remain signed, striped, and open for use by the general public at no cost at all times. Exclusive use by Licensee's tenants, customers, or employees is prohibited.
- B. Design & Safety: Licensee shall submit site plans for City approval, including ADA compliance, wheel stops, lighting, and traffic sight triangle protections.
- C. Maintenance: Licensee shall, at its sole expense, maintain the improvements in good repair, including striping, sweeping, snow/ice removal, and lighting.
- D. Utilities & Public Improvements: The license is subordinate to all existing and future public utility or City uses. Licensee shall relocate or remove improvements at Licensee's expense upon written demand.
- E. Insurance & Indemnity: Licensee shall maintain general liability insurance of not less than \$2,000,000 per occurrence, naming the City as an additional insured, and shall indemnify and hold the City harmless from all claims arising from the use of the ROW.

F. Revocation: The City may revoke this License at any time by written notice if (a) the ROW is needed for public use, (b) the Licensee violates this Agreement, or (c) the Council determines the public purpose no longer exists.

IV. TERM

This Agreement shall run with Licensee's property but may be revoked at any time by the City under Section III(F). Upon revocation, Licensee shall promptly remove all improvements and restore the ROW to the City's satisfaction.

V. NO PROPERTY INTEREST

This Agreement grants only a revocable license. It does not convey a property interest, leasehold, or easement. Licensee acknowledges that the ROW remains public property held in trust for the citizens of the City.

VI. MISCELLANEOUS

- A. This Agreement is governed by Oklahoma law.
- B. Licensee shall not assign this Agreement without City Council approval.
- C. All notices shall be in writing and delivered to the parties at their addresses on file with the City Clerk.

Executed this 22 day of OCTOBER, 2025.

CITY OF BROKEN ARROW,
OKLAHOMA

By: _____
Mayor

LICENSEE:
By: 
[Developer/Property Owner]

ATTEST:

City Clerk

Approved as to Form and Content



Assistant City Attorney

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

This instrument was acknowledged before me on October 22, 2025, by
GLENN SHAW.



Notary Public

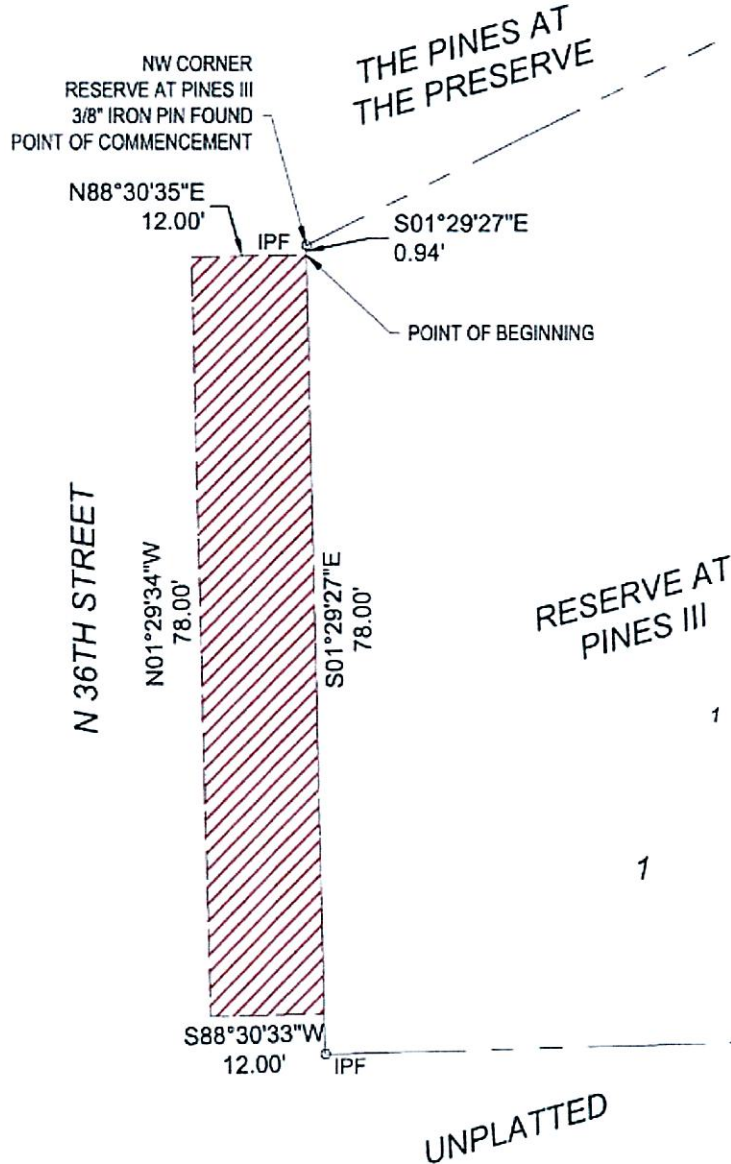
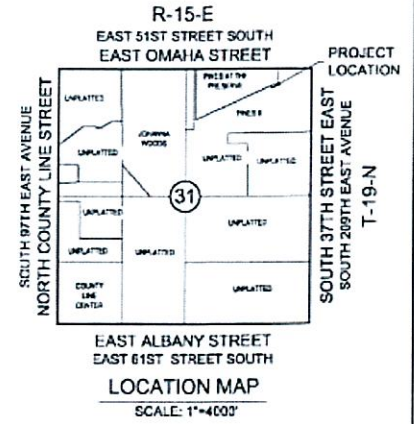
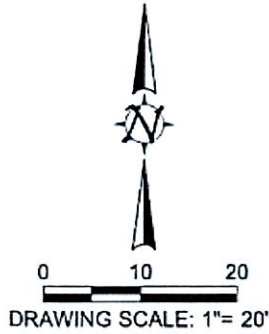
My Commission Expires: 9-10-2026

Commission Number: 10007509



Exhibit B

(PAGE 1 OF 2)



 PROPOSED PARKING
EASEMENT

LEGEND

IPF - IRON PIN FOUND
IPS - IRON PIN SET (W/ CAP
STAMPED CA 6318)
U/E - UTILITY EASEMENT
B/L - BUILDING LINE

BASIS OF BEARINGS IS THE OKLAHOMA STATE PLANE
COORDINATE SYSTEM (ZONE 3501 NORTH) WITH THE WEST
LINE OF RESERVE AT THE PINES III BEING N 01°29'27" W.

AAB Engineering, LLC



Engineering • Surveying • Land Planning

PO Box 2136 Sand Springs, OK 74363
OK CARS 19 Exp. June 30, 2025
AZ CARS 3857 Exp. March 25, 2026
KS CARS 2292 Exp. Dec. 31, 2025
SO CARS 581 Exp. March 31, 2027
Office (918) 514-4263 Fax: (918) 514-4288

Exhibit B

(PAGE 2 OF 2)

LEGAL DESCRIPTION

A STRIP OF LAND SITUATED IN PART OF RESERVE AT THE PINES III, A SUBDIVISION IN WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, SAID STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID RESERVE AT THE PINES III; THENCE SOUTH 01°29'27" EAST ALONG THE WEST LINE OF SAID RESERVE AT PINES III, A DISTANCE OF 0.94 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01°29'23" EAST ALONG SAID WEST LINE, A DISTANCE OF 78.00 FEET; THENCE THENCE SOUTH 88°30'33" WEST A DISTANCE OF 12.00 FEET; THENCE NORTH 01°29'34" WEST A DISTANCE OF 78.00 FEET; THENCE NORTH 88°30'35" EAST TO THE POINT OF BEGINNING. CONTAINING 936 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.

LEGAL DESCRIPTION BASIS OF BEARINGS IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (ZONE 3501 NORTH) WITH THE WEST LINE OF RESERVE AT THE PINES III BEING NORTH 01°29'27" WEST.

THIS LEGAL DESCRIPTION WAS PREPARED ON MAY 15, 2025, BY MIKEL L. STEWART, OKLAHOMA LICENSED LAND SURVEYOR NO. 2105.

SURVEY STATEMENT

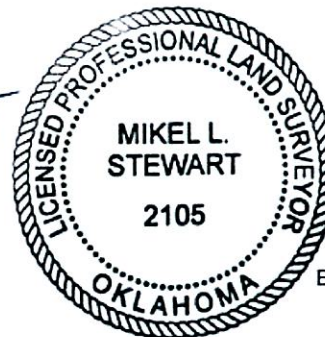
THIS SURVEY MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS FOR THE STATE OF OKLAHOMA. LAST SITE VISIT WAS COMPLETED ON MARCH 30, 2025.



7-07-2025

MIKEL L. STEWART

OKLAHOMA PLS NO. 2105



AAB Engineering, LLC

 Engineering • Surveying • Land Planning
 PO Box 2136 Sand Springs, OK 74563
 OK CA#63118 Exp. June 30, 2026
 AZ CA#23697 Exp. March 29, 2026
 KS CA#22912 Exp. Dec. 31, 2026
 SD CA#7581 Exp. March 31, 2027
 Office: (918) 514-4783 Fax: (918) 514-4788