

March 7, 2025

Verizon Business Network Services LLC
c/o Verizon Global Real Estate
Attn: Wayne Igawa
7701 E. Telecom Parkway
Temple Terrace, Florida 33637

**RE: OFFER LETTER AGREEMENT, 23rd STREET ROADWAY
IMPROVEMENTS, ALBANY - OMAHA, PROJECT NO. ST 1931, PARCEL
NO. 11.0 and PARCEL NO. 11.1**

PROPERTY LOCATION: 11806 E 64TH STREET, BROKEN ARROW, OK 74012

Dear Mr. Igawa-

The City of Broken Arrow (the “City”) has completed the design phase and is beginning the right of way acquisition phase on the above-named Project. In connection with the Project, the City would like to acquire from Verizon Business Network Services LLC (“Verizon”) fee title to Parcel 10 and Parcel 11 and a temporary construction easement over Parcel 11.1, as those parcels are more specifically described below (together, the “Property”). With the fair market valuation of the Property now completed, the City is able to place a fair market value on the Property and make an offer to Verizon.

Parcel No. 10 (fee acquisition):

A tract of land that is part of the Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) of Section Thirty-one (31), Township Nineteen (19) North, Range Fifteen (15) East in the City of Broken Arrow, Wagoner County, State of Oklahoma, said tract of land being described as follows:

Commencing at the northwest corner of the Southwest Quarter (SW/4) of Section Thirty-one (31); thence S 1°22'05.95" E a distance of 39.70 feet along the westerly section line of Section Thirty-one (31); thence N 88°50'55.34" E a distance of 24.75 feet

to the Point of Beginning; thence N 88°50'55.34" E a distance of 35.25 feet; thence S 1°22'05.95" E a distance of 20.00 feet; thence S 88°50'55.34" W a distance of 35.25 feet; thence N 1°22'05.95" W a distance of 20.00 feet to the Point of Beginning;

said tract containing 704.89 square feet (0.02 acres), more or less.

Parcel No. 11 (fee acquisition):

A tract of land that is part of the Northwest Quarter (NW/4) of the southwest Quarter (SW/4) of Section Thirty-one (31), Township Nineteen (19) North, Range Fifteen (15) East In the City of Broken Arrow, Wagoner County, State of Oklahoma, said tract of land being described as follows:

Commencing at the northwest corner of the Southwest Quarter (SW/4) of Section Thirty-one (31); thence N 88°50'55.34" E a distance of 24.75 feet along the 1/4 section line of Section Thirty-one (31) to the Point of Beginning; thence N 88°50'55.34" E a distance of 35.25 feet; thence S 1°22'05.95" E a distance of 40.00 feet; thence S 88°50'55.34" W a distance of 35.25 feet; thence N 1°22'05.95" W a distance of 40.00 feet to the Point of Beginning;

said tract containing 1,409.95 square feet (0.03 acres), more or less.

Parcel 11.1 (temporary construction easement):

A tract of land that is part of the Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) of Section Thirty-one (31), Township Nineteen (19) North, Range Fifteen (15) East in the City of Broken Arrow, Wagoner County, State of Oklahoma, said tract of land being described as follows:

Commencing at the northwest corner of the Southwest Quarter (SW/4) of Section Thirty-one (31); thence N 88°50'55.34" E a distance of 60.00 feet along the 1/4 section line of Section Thirty-one (31) to the Point of Beginning; thence S 1°22'05.95" E a distance of 33.61 feet; thence N 88°37'54.05" E a distance of 10.00 feet; thence N 1°22'05.95" W a distance of 33.58 feet; thence S 88°50'55.34" W a distance of 10.00 feet to the Point of Beginning;

said tract containing 335.95 square feet (0.01 acres), more or less.

The City makes the following offer:

Parcel 10 (fee acquisition): 704.89 SQ. FT. (SF) @\$3.50 SF=\$2,467.11

Barbed wire fence (4 strand): 28 Linear Feet (LF)@\$6.00/LF = \$168.00

Parcel 11 (fee acquisition): 1,409.95 SQ. FT. (SF) @\$3.50 SF=\$4,934.82

Asphalt Paving: 750 SF@\$2.50/SF = \$1,875.00 x 20% Depreciated (DEP) = \$1,500.00;

Barbed wire fence: 35 Linear Feet (LF)@\$5.50/LF = \$193.00 x 20% DEP = \$154.00;

Chain link fence: 15 LF@\$14.00/LF = \$210.00 x 20% DEP = \$168.00

Parcel 11.1 (temporary construction easement): 335.95 SF@ \$3.50 x 0.1 = \$117.58

Total Just Compensation Amount: (Rounded) = \$9,510.00

Condition of the Property.

A. THE PROPERTY IS BEING SOLD IN “AS IS”, “WHERE IS”, “WITH ALL FAULTS”, ENVIRONMENTAL OR OTHERWISE, INCLUDING BOTH LATENT AND PATENT DEFECTS, AND WITHOUT ANY REPRESENTATIONS AND WARRANTIES OF VERIZON WHATSOEVER. THE CITY HEREBY WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE CITY RELEASES VERIZON FROM AND AGAINST ANY ACTION, LOSS, DAMAGE OR OTHER CLAIM AGAINST VERIZON REGARDING THE CONDITION AND USE OF THE PROPERTY. THE CITY REPRESENTS AND WARRANTS TO VERIZON THAT THE CITY HAS ENTERED INTO THIS OFFER LETTER AGREEMENT WITHOUT RELYING UPON ANY REPRESENTATION OR WARRANTY BY THE VERIZON AS TO THE CONDITION OF THE PROPERTY; AND THERE ARE NO UNDERSTANDINGS, AGREEMENTS, REPRESENTATIONS, WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MARKETABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY, DESIGN, WORKMANSHIP OR OTHERWISE GIVEN BY VERIZON TO THE CITY IN CONNECTION WITH THIS TRANSACTION.

B. THE CITY HAS NOT RELIED ON ANY REPRESENTATIONS, WARRANTY, PROMISE OR STATEMENT, EXPRESS OR IMPLIED, OF THE VERIZON, OR ANYONE ACTING FOR OR ON BEHALF OF THE VERIZON, AND ALL MATTERS CONCERNING THE PROPERTY HAVE BEEN OR SHALL BE INDEPENDENTLY VERIFIED BY THE CITY AND THE CITY SHALL PURCHASE THE PROPERTY ON THE CITY’S OWN PRIOR INVESTIGATION AND EXAMINATION OF THE PROPERTY (OR THE CITY’S ELECTION NOT TO DO SO). IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY VERIZON AND PURCHASED BY THE CITY SUBJECT TO THE FOREGOING.

C. THE CITY FURTHER ACKNOWLEDGES AND AGREES THAT THE CITY IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY VERIZON AND AGREES TO ACCEPT THE PROPERTY AT THE CLOSING AND WAIVE ALL OBJECTIONS OR CLAIMS AGAINST VERIZON (INCLUDING ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY.

Transaction Costs. The City shall be responsible for any recording fees (to the extent the City is not exempt from such costs and taxes, for all transactional costs and transfer taxes of any kind in connection with the sale and conveyance of the Property).

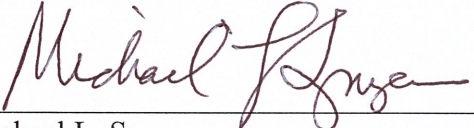
Closing, Closing Documents and Deliveries. Closing will occur on or before May 1, 2025 on the date selected by The City upon ten (10) days’ prior to Verizon. At the Closing, Verizon shall execute and deliver to the City the Special Warranty Deed in the form attached to this Offer Letter Agreement as Exhibit A and the Temporary Construction Easement Agreement in the form attached to this Offer Letter Agreement as Exhibit B, and the City shall pay the purchase price to Verizon by wire transfer in accordance with instructions provided by Verizon.

City to Provide Continuous Access to the Verizon Facility; Construction of Temporary Access and Permanent Driveway. The City acknowledges that the Property is part of Verizon's 15.63 acre parcel located at 5605 193rd East Avenue, Broken Arrow, OK on which Verizon operates and communications and office facilities (the "Verizon Facility"). The City acknowledges that Verizon requires continuous access the Verizon Facility during the City's road improvement work. Accordingly, and as a material inducement to Verizon's entering into this Offer Letter Agreement and except for temporary closures, the City shall ensure that an access drive consisting of compacted gravel, concrete, or asphalt shall be maintained at all times allowing access to the Verizon Facility. Temporary closures will be necessary only to 1) construct a temporary driveway for business access during construction operations across the area of the street widening, and 2) construct the new driveway. Owner shall be provided notice of each temporary closure at least two weeks in advance. Each temporary closure shall be limited to two (2) hours or less. In addition, and without limiting the foregoing, the temporary access described in this paragraph and the new driveway to be constructed by the City on Parcel 11.0 shall be constructed and maintained in accordance with current City of Broken Arrow and Oklahoma Department of Transportation standards and specifications.

By your signature below, please acknowledge Verizon's agreement to convey the Property to the City under the terms and conditions of this Offer Letter Agreement.

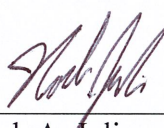
Respectfully,

CITY OF BROKEN ARROW



Michael L. Spurgeon
City Manager

Verizon Business Network Services LLC



Noah A. Julius
Senior Director
Real Estate Transactions

EXHIBIT A

AFTER RECORDING PLEASE RETURN TO:
Rick Eckhard, Esq.
Holland & Knight LLP
100 North Tampa Street, Suite 4100
Tampa, FL 33602

EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. § 3202 (11)

SPECIAL WARRANTY DEED

The Grantor, Verizon Business Network Services LLC, a Delaware limited liability company, as successor in interest to MCI Telecommunications Corporation, whose mailing address is c/o Verizon Global Real Estate, 7701 E. Telecom Parkway, Temple Terrace, Florida 33637, in consideration of ten dollars and other valuable considerations received from the Grantee, hereby grants and conveys to the Grantee, the City of Broken Arrow, whose mailing address is 220 South 1st Street, Broken Arrow, Oklahoma 74102, the real property in Wagoner County, Oklahoma described on attached Exhibit A.

As against all persons claiming by, through, or under the Grantor, the Grantor hereby covenants that the property is free of all encumbrances, subject to lien for real estate taxes not yet due and payable, and easements and restrictions of record, that lawful seisin of and good right to convey the property are vested in the Grantor, and that the Grantor hereby fully warrants the title to the property and will defend the same against the lawful claims of all persons claiming by, through, or under the Grantor.

Dated this _____ day of _____, 2025.

Verizon Business Network Services LLC, a
Delaware limited liability company

By: _____
Print Name: _____
As its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, as _____ of Verizon Business Network Services LLC, a Delaware limited liability company. He or she is personally known to me or has produced _____ as identification.

(SEAL)

Printed/Typed Name: _____
Notary Public-State of _____
Commission Number: _____
My Commission Expires: _____

Exhibit A

Parcel No. 10:

A tract of land that is part of the Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) of Section Thirty-one (31), Township Nineteen (19) North, Range Fifteen (15) East in the City of Broken Arrow, Wagoner County, State of Oklahoma, said tract of land being described as follows:

Commencing at the northwest corner of the Southwest Quarter (SW/4) of Section Thirty-one (31); thence S 1°22'05.95" E a distance of 39.70 feet along the westerly section line of Section Thirty-one (31); thence N 88°50'55.34" E a distance of 24.75 feet

to the Point of Beginning; thence N 88°50'55.34" E a distance of 35.25 feet; thence S 1°22'05.95" E a distance of 20.00 feet; thence S 88°50'55.34" W a distance of 35.25 feet; thence N 1°22'05.95" W a distance of 20.00 feet to the Point of Beginning;

said tract containing 704.89 square feet (0.02 acres), more or less.

Parcel No. 11:

A tract of land that is part of the Northwest Quarter (NW/4) of the southwest Quarter (SW/4) of Section Thirty-one (31), Township Nineteen (19) North, Range Fifteen (15) East In the City of Broken Arrow, Wagoner County, State of Oklahoma, said tract of land being described as follows:

Commencing at the northwest corner of the Southwest Quarter (SW/4) of Section Thirty-one (31); thence N 88°50'55.34" E a distance of 24.75 feet along the 1/4 section line of Section Thirty-one (31) to the Point of Beginning; thence N 88°50'55.34" E a distance of 35.25 feet; thence S 1°22'05.95" E a distance of 40.00 feet; thence S 88°50'55.34" W a distance of 35.25 feet; thence N 1°22'05.95" W a distance of 40.00 feet to the Point of Beginning.

EXHIBIT B

AFTER RECORDING PLEASE RETURN TO:

Rick Eckhard, Esq.
Holland & Knight LLP
100 North Tampa Street, Suite 4100
Tampa, FL 33602

EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. § 3202 (11)

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

PROJECT: 23rd Street Roadway Improvements, Albany-Omaha, Project No. ST 1931, Parcel 11.0, 11.1

This TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this “**Agreement**”) is made as of _____, 2025 (the “**Effective Date**”), by Verizon Business Network Services LLC (“**Grantor**”) having an address of c/o Verizon Global Real Estate, Attn: Lease Administration, Mail Code: FLTDSB1W, 7701 E. Telecom Parkway, Temple Terrace, Florida 33637, Verizon Property ID GLC: BRAROK in favor of the City of Broken Arrow (“**Grantee**”), having a mailing address of 220 South 1st Street, Broken Arrow, Oklahoma 74102.

BACKGROUND

A. Grantee desires to construct certain improvements known as 23rd Street Roadway Improvements, Albany-Omaha, Project No. ST 1931 (the “**Project**”), being more particularly described in a map and drawing of that Project in the office of the Department of Engineering and Construction, City Hall, 220 South 1st Street, Broken Arrow, Oklahoma 74102;

B. Grantor is the owner of a certain parcel of land more particularly described in Exhibit A attached hereto and made a part hereof (“**Grantor’s Parcel**”);

C. Grantor and Grantee acknowledge that the construction of the Project will require the temporary use of a portion of Grantor’s Parcel, and Grantor has agreed to grant a temporary construction easement under the terms and conditions set forth below.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the benefit to said property by the construction and maintenance of said improvements, and in consideration of ONE DOLLAR (\$1.00), in hand paid, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor does hereby grant to Grantee the right to enter upon the portion of Grantor’s Parcel described on Exhibit B attached to this Agreement (the “**Easement Area**”) as necessary for the construction of the Project.

2. Term. The term of the easement granted under this Agreement shall commence on the Effective Date and shall automatically terminate, without the execution or recording of a release or any other document, on the earlier to occur of (i) the date on which the Project is completed, and (ii) the second anniversary of the Effective Date (the “**Outside Termination Date**”).
3. No Interference. In no event shall pedestrian or vehicular access to or egress from Grantor’s Parcel be materially interrupted in connection with the exercise of Grantee’s rights hereunder. Grantee shall make reasonable accommodations to Grantor during the construction of the Project so that Grantor and Grantor’s permittees have reasonable access to Grantor’s Parcel.
4. Operations: Restoration. Grantee shall maintain the Easement Area in a safe, secure and orderly condition. All costs incurred by Grantee relating to the exercise of the rights granted under this Agreement shall be borne by Grantee. To the extent that the Easement Area is disturbed in connection with Grantee’s use of that area, Grantee shall restore the Easement Area to substantially its prior condition, including replacement of any trees, shrubs or other vegetation within the Easement Area damaged in connection with such use.
5. No Warranty or Representation. The exercise by Grantee of the rights granted under this Agreement shall be at the sole risk of Grantee, and Grantor shall have no responsibility or liability relating to Grantee’s use of the Easement Area. Grantee has fully investigated the condition of the Easement Area and determined that it is suitable for Grantee’s use. Grantor makes no warranty, express or implied, as to the condition of the Easement Area. Grantee shall be responsible only for the reasonable and necessary costs incurred by Grantor in directly curing a material breach of this Agreement by Grantee, provided that such costs are not otherwise recoverable under applicable law, and do not constitute indirect, consequential, or incidental damages. Nothing in this provision shall be construed as a waiver of Grantee’s immunity under the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq.
7. Non-Exclusive. The rights and easements granted hereby are non-exclusive and shall be exercisable in common with others entitled to use the Easement Area, provided that such use shall not materially affect Grantee’s exercise of the rights granted under this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement effective on the date set forth above.

GRANTOR:

**VERIZON BUSINESS NETWORK SERVICES
LLC**, a Delaware limited
liability company

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, as _____ of Verizon Business Network Services LLC, a Delaware limited liability company. He or she is personally known to me or has produced _____ as identification.

(SEAL)

Printed/Typed Name: _____
Notary Public-State of _____
Commission Number: _____
My Commission Expires: _____

GRANTEE:

**CITY OF BROKEN ARROW, an Oklahoma
municipal corporation**

By: _____
Name: _____
Title: _____

STATE OF OKLAHOMA
COUNTY OF TULSA

The foregoing instrument was acknowledged before me this _____ day of _____,
2025, by _____, as _____ of the City of Broken
Arrow, an Oklahoma municipal corporation. He or she is personally known to me or has produced
_____ as identification.

(SEAL)

Printed/Typed Name: _____
Notary Public-State of _____
Commission Number: _____
My Commission Expires: _____

EXHIBIT A

GRANTOR'S PARCEL

A part of Government Lot 3 in Section 31, Township 19 North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, more particularly described as follows, to-wit:

Beginning at the NW corner of said Lot 3; thence N89°36 '01 "E along the North line of said Lot 3 a distance of 1287.31 feet to the Northeast corner of said Lot 3; Thence S00°55'22"E along the East line of said Lot 3 a distance of 292.50 feet; Thence S89°36'01"W a distance of 486.10 feet; Thence N00°55'22 "W a distance of 252.50 feet; Thence S89°36'01W a distance of 801.42 feet to a point on the West line of said Lot 3; Thence N00°36'55"W along the West line of said Lot 3 a distance of 40.00 feet to Point of Beginning.

EXHIBIT B

EASEMENT AREA

Parcel 11.1:

A tract of land that is part of the Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) of Section Thirty-one (31), Township Nineteen (19) North, Range Fifteen (15) East in the City of Broken Arrow, Wagoner County, State of Oklahoma, said tract of land being described as follows:

Commencing at the northwest corner of the Southwest Quarter (SW/4) of Section Thirty-one (31); thence N 88°50'55.34" E a distance of 60.00 feet along the 1/4 section line of Section Thirty-one (31) to the Point of Beginning; thence S 1°22'05.95" E a distance of 33.61 feet; thence N 88°37'54.05" E a distance of 10.00 feet; thence N 1°22'05.95" W a distance of 33.58 feet; thence S 88°50'55.34" W a distance of 10.00 feet to the Point of Beginning;

said tract containing 335.95 square feet (0.01 acres), more or less.