

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 March 26, 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

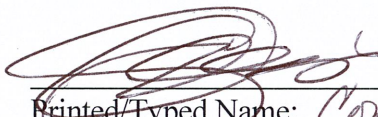
By: 
Name: Noah Julius
Title: Senior Director - Transactions

STATE OF New Jersey
COUNTY OF Monmouth

The foregoing instrument was acknowledged before me this 26 day of March, 2025, by Noah Julius, as Senior Director of Verizon Business Network Services LLC, a Delaware limited liability company. He or she is personally known to me or has produced NJ License as identification.

(SEAL)




Printed/Typed Name: Constance Paris
Notary Public-State of New Jersey
Commission Number: 50021517
My Commission Expires: 8-17-25

GRANTEE:

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

By: Michael Spurgeon
Name: Michael C. Spurgeon
Title: City Manager

STATE OF OKLAHOMA
COUNTY OF TULSA

The foregoing instrument was acknowledged before me this 8th day of April, 2025, by Michael Spurgeon, as City Manager of the City of Broken Arrow, an Oklahoma municipal corporation. He or she is personally known to me or has produced _____ as identification.

(SEAL)



Crickett Moore
Printed/Typed Name: Crickett Moore
Notary Public-State of Oklahoma
Commission Number: 16006855
My Commission Expires: 7/18/28

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°36'01"W 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

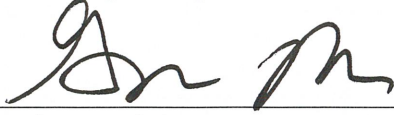
Parcel 11.1:

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.

Approved as to Form:
CITY of Broken Arrow, Oklahoma,
A municipal corporation



Assistant City Attorney

Approved as to Substance:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Michael L. Spurgeon, City Manager

Attest:

Engineer ELR Checked: 5/28/25
Project: ST1931 23rd Street Improvements Albany to Omaha
Parcel No. 11

City Clerk