

Turnpike: _____
Mile Post: _____
License No: _____

**OKLAHOMA TURNPIKE AUTHORITY**  
**LICENSE FOR RIGHT-OF-WAY ACCESS**

This License is executed in the original and three copies this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ by and between the Oklahoma Turnpike Authority (the "Authority") and The City of Broken Arrow (the "Licensee") Whereby the Authority grants a limited license to the Licensee for the sole purpose of traversing the Authority's rights-of way.

That the Authority does by these presents, grant to:

Licensee:                   The City of Broken Arrow  
Mailing Address         485 N. Poplar Ave., Broken Arrow, Ok 74012-2336  
Telephone:               918-259-2400 ext 5414

a license for the sole purpose of traversing the Authority's rights-of way located on the Creek Turnpike. The Licensee shall have the right to enter the Authority's rights-of-way for the sole purpose of accessing the (description of area to be accessed) site immediately adjoining the referenced Turnpike in Tulsa County, Oklahoma.

See Attached – Exhibit "A".

This Agreement will be from the period 12-20-17through 12-20-18

**Legal Description as followed:**

SE/4 Quarter Section 19, Township 18N, Range 14E, Tulsa County

List request for agreement and description of any installation that will be made: (and show on the attached drawing(s) and further described as follows: See Attached Exhibit "A"

Construct a sewer line as per the attached plans

Before placing a utility facility on any Authority right-of-way, a license must be obtained, using standard forms furnished by the Authority. All information requested on the form must be supplied. Drawings clearly illustrating work to be performed within the right-of-way and all other utility facilities in the area of this permit should be provided with the license.

This license is granted subject to the following conditions, requirements, and covenants, to-wit:

A) The AASHTO publication "A Policy on the Accommodation of Utilities within the Freeway Rights-of-Way."

B) The OTA Maintenance Superintendent for the above referenced turnpike must be notified when the work is to begin and when it is complete for final inspection. Under no circumstance will any work be done on Authority right-of-way until a license has been obtained. No work will be done on Authority right-of-way on Saturdays,

Sundays, Holidays or after dark unless approved by the OTA Maintenance Superintendent. The OTA Maintenance Superintendent may require a pre-construction conference.

C) One copy of the approved license must be kept at the work site for inspection by the Engineer or his representatives. Licensee is to have an inspector or engineer present at all times during construction to insure that installation is made in accordance with plans and specifications approved by the Authority. No deviation from the approved plans and specifications will be made without the written approval of the Authority.

D) The Licensee must agree to hold the Authority harmless and to fully indemnify the Authority from any cost, expense, damage, claim, or liability from any action, cause, occurrence, or happening relating to the Licensee's use of the License, the traversing by Licensee across the Authority's right-of-way, or any other consequential or related action of the Licensee or Licensee's agents, guests, or invitees to the extent any damage to person or property is caused in whole or in part by the negligent acts of the Licensee. The Licensee also agrees to provide and keep in force during the term of the limited license, General Liability insurance in the amount of \$400,000 covering actions occurring on the Authority's right-of-way. Verification of this insurance must be presented within 30 days from the approval of this Agreement and prior to work being commenced.

E) All work on the Authority right-of-way is to be done in accordance with the current "Standard Specification for Turnpike Construction". The Licensee will take all applicable measures to prevent Storm Water Pollution. At the conclusion of such work, the right-of-way must be cleaned up and left in a presentable condition. It is further understood that any Turnpike property or improvements (i.e. roadway pavement, shoulders, slopes, sod, trees, shrubbery, other plantings, fencing guardrail, traffic control devices, safety markers, drainage ditches, ditch liners, underground drainage pipes or structures, etc.) that are modified, damaged, or removed in any form or fashion will be restored to their original found condition or better, as directed by the OTA Maintenance Superintendent.

F) At times the activities may warrant the use of a flagger to assure safety of the patrons and workers. Flaggers must be clearly visible to approaching traffic for a distance sufficient to permit proper response by motorists to the flagging instructions, and to permit traffic to reduce speed or stop before entering the temporary traffic control zone. Flaggers shall be positioned to maintain maximum color contrast between the flagger's reflective clothing and equipment and the work area background. All flagging operations must comply with the guidelines published in the latest of the MUTCD. The Licensee shall provide all personnel, equipment, and signage necessary for traffic control or safety, as per "The Manual on Uniform Traffic Control Devices", and shall coordinate all work activities with the appropriate Superintendents and /or Oklahoma Highway Patrol (OHP) as needed. The Engineer, OTA Maintenance Superintendent, and/or the OHP are empowered to shut down any contracted operation that is unsafe; OTA will not be liable for the Licensee's expense associated with such a shutdown, nor will be liable for Licensee's expense necessary to come into safety compliance.

G) Access for constructing a utility will be from outside the Authority right-of-way. Free use of through lanes or ramps by company personnel, machinery, or equipment to reach the work site will not be permitted. When construction equipment must be used within the right-of-way, the owner's plan must designate point of entry and departure of equipment. If deviation from access policy is to be requested, the Engineer should be consulted prior to development of a final plan.

H) When notified to do so by the Authority, the Licensee agrees to make all changes in the facilities on Authority right-of-way at the Licensee's own expense.

I) Any Utility that crosses any part of a Turnpike must have a separate License (License for overhead and underground crossing).

J) Any Utility facility requiring a pipe installation must have plans and detail drawings and a material list must use Oklahoma Department of Transportation Roadway Standard (English) pipe installation 1999 Specifications. Pipe (Electric, underground telephone, Sanitary sewer, Water, fiber optics) should be a minimum of 48 inches below subgrade, but not less than 30 inches below the bottom of the ditches.

K) The Licensee must agree to refrain from disturbing trees, shrubbery, or any part of the landscape without approval of the OTA Maintenance Superintendent. If it becomes necessary to disturb trees or shrubbery, the licensee's intentions must be plainly stated in the application which will include size and kind of trees and shrubs, and disposition during installation.

L) The Licensee must be familiar with the AASHTO Policy referred to above, particularly that portion which prohibits the installation or future maintenance of a utility facility from through traffic lanes or ramps.

M) The Licensee must agree to hold the Authority harmless for any and all damage that the utility facilities might sustain while occupying Authority right-of-way.

N) The Licensee must agree to notify all owners who have facilities in the area encompassed by this license before beginning any work.

O) The Licensee agrees that all work on Authority right-of-way, including, construction activities to place the proposed sewer line, shall conform with the terms and conditions of Department of the Army Permit Number OKR2006339 (Exhibit B), as modified by the Corps of Engineers on November 27, 2017 (Exhibit C).

This license may be revoked for noncompliance or failure to begin work within a one year period of date of approval.

AGREED AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Licensee (President, Owner, or Authorized Agent)

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

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\_\_\_\_\_  
Oklahoma Turnpike Authority

Title \_\_\_\_\_

Date \_\_\_\_\_