



AGREEMENT FOR WORK ON OTA PROPERTY

This Agreement is entered into this _____ day of _____, 2026, by and between the Oklahoma Turnpike Authority (hereinafter referred to as the "**AUTHORITY**") and the City of Broken Arrow (hereinafter referred to as "**CITY**"), for the following intents and purposes.

WHEREAS, the **AUTHORITY** constructed a southbound off-ramp as part of the interchange with the Creek Turnpike and US. Highway 51 (**OFF-RAMP**); and

WHEREAS, the **CITY** has a need to construct a 12-inch sanitary sewer line adjacent to the **AUTHORITY's** Turnpike right-of-way along the west side of the **OFF-RAMP (Sewer Line)**;

WHEREAS, **CITY** employees, contractors, or designees have a need to temporarily enter upon the **AUTHORITY's** right-of-way, for the construction of the **Sewer Line**;

WHEREAS, the **AUTHORITY** agrees to permit the **CITY** employees, contractors, or designees to access the **AUTHORITY's** Turnpike right-of-way for the **CITY's** construction and of the **Sewer Line** as described herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereto recite and agree as follows:

A. The **AUTHORITY** agrees

1. To permit the **CITY** employees, contractors, or designees access to the **AUTHORITY** Turnpike right-of-way identified in Exhibit A:
2. To allow the temporary use of the **AUTHORITY's** right-of-way along the west side of the **OFF-RAMP** for the construction of the **Sewer Line** adjacent to the **AUTHORITY's** Turnpike right-of-way.

B. The **CITY** agrees:

1. o provide notice to the **AUTHORITY** at least ten (10) days prior to accessing **AUTHORITY** right-of-way for the commencement of construction.
2. All work on the **AUTHORITY** Turnpike right-of-way shall be subject at all times to the supervision and direction of the authorized representatives of the **AUTHORITY**.
3. To repair damage caused by the above-described action, including replacing the topsoil and taking measures to prevent erosion.
4. To furnish all labor, tools, and supervision necessary to complete the work covered in this Agreement at **CITY's** expense.



5. That all work will be performed in a neat and workmanlike manner using materials acceptable to the **AUTHORITY**, and that the right-of-way will be cleaned up and left in a presentable condition upon completion of the work described herein.
6. **CITY** will fully protect the traffic on the Turnpike during construction covered hereunder, and to hold harmless the **AUTHORITY**, its officers, and employees from all damages, expenses, claims, or liability arising out of any alleged damages of any nature, to any persons or property due to construction, performance, or non-performance of the **CITY** work described herein.
7. Access to the **AUTHORITY** right-of-way shall be obtained via public service road and not from the Turnpike or the **OFF-RAMP**.
8. Failure to comply with any or all terms as set out above will nullify this Agreement.

IN WITNESS WHEREOF, the Parties hereto set their hand and seal on the date first written above.

ATTEST:

City of Broken Arrow:

City Clerk

Mayor

APPROVED as to form and legality:

D. Graham Parker

City Attorney

FOR THE AUTHORITY:

APPROVED as to form and legality

OKLAHOMA TURNPIKE AUTHORITY

OTA General Council

Trent January, Deputy Director

OKLAHOMA TURNPIKE AUTHORITY

EXHIBIT "A"

Date: March 3, 2026

A strip, piece or parcel of land lying in part of the SE1/4 of Section 18 and part of the SW1/4 of Section 17, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, Oklahoma being more particularly described as follows: Commencing at the Northwest corner of said SW1/4, thence $S01^{\circ}25'17''E$ along the West line thereof 400.07 feet; thence $N88^{\circ}34'43''E$ 231.14 feet to the point of beginning, said point being at the Northeast corner of Lot 1, Block 1 of Creek 51 Business Park; thence $S44^{\circ}09'34''E$ along said southerly right-of-way line of State Highway No. 51 25.00 feet; thence $S45^{\circ}51'22''W$ 648.12 feet; thence $S45^{\circ}50'53''W$ 205.27 feet; thence $S29^{\circ}12'19''W$ 496.32 feet; thence $S15^{\circ}57'48''E$ 183.68 feet; thence $S74^{\circ}02'12''W$ 25.00 feet; thence $N15^{\circ}57'48''W$ 194.07 feet to a point on the Easterly boundary of said Creek 51 Business Park; thence $N29^{\circ}12'19''E$ along said Easterly boundary 510.38 feet; thence $N45^{\circ}50'53''E$ along said Easterly boundary 208.93 feet; thence $N45^{\circ}51'22''E$ along said Easterly boundary 648.11 feet to the point of beginning.

Containing 38,677.83 square feet or 0.89 acres.