

ELECTRIC FACILITIES RELOCATION AGREEMENT

THIS AGREEMENT is made and entered into as of _____, 2015 by and between Oklahoma Gas and Electric Company, an Oklahoma Corporation (OG&E), First Party, and the City of Norman, a municipal corporation, (CITY), Second Party.

WHEREAS, the CITY plans Roadway and Traffic Signal Improvements on Lindsey Street from 24th Avenue SW to East of Berry Road.

WHEREAS, OG&E has existing overhead electric distribution facilities in the work area and

WHEREAS, the CITY desires to have OG&E relocate its lines from overhead to underground and to accordingly adjust its facilities, all within the work area,

NOW, THEREFORE, FOR VALUE RECEIVED, the parties agree as follows:

1. OG&E will furnish labor and materials and will relocate its existing facilities in the work area which conflict with the Roadway and Traffic Signal Improvements on Lindsey Street from 24th Avenue SW to East of Berry Road.
2. Upon completion of the work described in the preceding paragraph, the CITY will pay OG&E the total actual cost for the relocation of OG&E distribution facilities within the area of conflict. The ESTIMATED cost to relocate said facilities is One million three hundred six thousand five hundred ninety dollars and no cents (\$1,306,590.00).
3. The existing service of OG&E is not to be interrupted or suspended or impaired while this contract is being performed.
4. OG&E is an approved Own Risk for Workers Compensation by the Oklahoma Workers Compensation Court, and OG&E will provide General Liability Insurance to address bodily injury or property damage to third parties arising out of this work.
5. The facilities installed by OG&E shall remain the property of OG&E. The CITY hereby grants to OG&E the right to enter upon the street, alleys, easements and premises of the city as may be reasonably necessary to install, operate, maintain, and remove electrical facilities at the agreed locations as described above.
6. This agreement shall extend to, and be binding upon, each of the parties hereto and their respective successors and assigns. This Agreement is herewith executed in three counterparts, one for OG&E and two for the CITY, all of which shall be deemed an original for all purposes.

IN WITNESS, WHEREOF, this Agreement is executed as of the day and year first written above.

Approved as to form and legality this _____ day of _____, 2015.

City Attorney

Approved by the Council of the City of Norman, this _____ day of _____, 2015.

ATTEST: _____
(SEAL) City Clerk

By: _____
Mayor

ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA,

This instrument was acknowledged before me on _____, 2015, by
_____, as _____, City of Norman.

My Commission Expires: _____
(SEAL)

Notary Public

Oklahoma Gas and Electric Company *PM*

By: *Philip L. Crissup*

Philip L. Crissup

Vice President, Utility Tech Support

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA,

This instrument was acknowledged before me on the 29th day of April, 2015 by
Philip L. Crissup, Vice President, Utility Technical Support, of Oklahoma Gas And Electric
Company, an Oklahoma Corporation, on behalf of the corporation.

My Commission Expires: 8-28-16
(SEAL)

Mary A. Bullock
Notary Public

