

## **ELECTRIC FACILITIES RELOCATION AGREEMENT**

**(Project PC-0473 / Transmission WO 1647400)**

THIS ELECTRIC FACILITIES RELOCATION AGREEMENT ("Agreement") is made and entered into and is effective as of this 29TH day of AUGUST, 2023 ("Effective Date") by and between Oklahoma Gas and Electric Company, an Oklahoma Corporation ("OG&E"), First Party, and the City of Oklahoma City ("City"), Second Party.

WHEREAS, the City plans **Project PC-0473 Street Improvements for Kelley Avenue In the Vicinity of Wilshire Boulevard to Britton Road** ("the Project"), and

WHEREAS, OG&E has existing overhead electric transmission facilities within the project area, and

WHEREAS, the City requested OG&E to evaluate and design a relocation plan for OG&E's facilities that are located within the work area that is associated with the Project, and

WHEREAS, the City agreed to reimburse OG&E for the costs associated with evaluating and designing a relocation plan for OG&E's facilities as further described in this Agreement.

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

1. OG&E furnished labor to evaluate and design a relocation plan for its existing facilities in accordance with the plans for OG&E work order 1647400 in the work area which conflicts with the Project.
2. The City now owes OG&E the total actual cost for the evaluation and design of a relocation plan of OG&E transmission facilities within the area of conflict. The cost of the evaluation and design is twenty five thousand six hundred twenty dollars and eighty eight cents (\$25,620.88).
3. 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.
4. 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 two counterparts, one for OG&E and one for the City, each of which shall be deemed an original for all purposes.
5. The Agreement will expire upon the completion of the work by OG&E and the payment of the above sum by the City.

IN WITNESS, WHEREOF, this Agreement is executed as of the Effective Date as identified above.

Reviewed for form and legality

Craig B Keith  
Assistant Municipal Counselor

ATTEST: Amy K Simpson  
(SEAL) City Clerk



City of Oklahoma City

By: David Holt  
Mayor

Oklahoma Gas and Electric Company

By: Chris B. Lelak  
Christopher B. Lelak  
Director Capital Projects

#### CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA,

This instrument was acknowledged before me on the 11th day of April, 2023 by Christopher B. Lelak, Director Capital Projects, for Oklahoma Gas and Electric Company, an Oklahoma Corporation, on behalf of the corporation.

My Commission Expires:

Brad Workman  
Notary Public

