

ELECTRIC FACILITIES RELOCATION AGREEMENT

(OGE Distribution WO 8437743)

THIS ELECTRIC FACILITIES RELOCATION AGREEMENT ("Agreement") is made and entered into and is effective as of this 18 day of July, 2025 ("Effective Date") by and between Oklahoma Gas and Electric Company, an Oklahoma Corporation ("OG&E"), First Party, and Muskogee County ("County"), Second Party.

WHEREAS, the County plans **Grade, Drain, Surface and Bridge Okay Road (E083 RD)** ("the Project"), and

WHEREAS, OG&E has existing overhead electric distribution facilities in the work area that is associated with the Project, and

WHEREAS, the County desires OG&E to relocate OG&E's facilities that are located within the work area that is associated with the Project, and

WHEREAS, the County has agreed to reimburse OG&E for the costs associated with relocating OG&E's facilities as further described in this Agreement.

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 accordance with the plans for OG&E work order 8437743 in the work area which conflict with the Project.
2. Upon completion of the work described in the preceding paragraph, the County 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 four hundred thirty-two thousand four hundred sixty-nine dollars and twenty-seven cents (\$432,469.27). The parties understand that the total actual cost of the work may differ from the estimated cost identified above. OG&E will notify the County in a timely manner and document the total actual cost for the relocation of the OG&E distribution facilities within the area of conflict after the work has been completed.
3. The existing service of OG&E is not to be interrupted or suspended or impaired while the work contemplated under this Agreement 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 County hereby grants to OG&E the right to enter upon the street, alleys, easements, and premises of the County

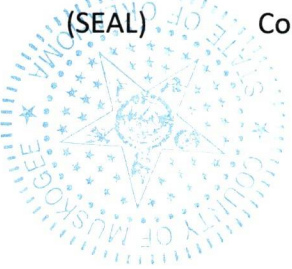
as may be reasonably necessary to install, operate, maintain, and remove electrical facilities at the agreed locations as described above.

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 two counterparts, one for OG&E and one for the County, each of which shall be deemed an original for all purposes.

7. The Agreement will expire upon the completion of the work by OG&E and the County's payment of the total actual cost for the relocation of the OG&E distribution facilities as outlined above to OG&E.

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

ATTEST: Deey Moring
(SEAL) County Clerk



By: [Signature]
County Commissioner Dist#1
[Signature]
County Commissioner Dist#2
[Signature]
County Commissioner Dist#3

Oklahoma Gas and Electric Company

By: _____
James Thomas Jr.
Director Power Delivery Engineering

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA,
This instrument was acknowledged before me on the _____ day of _____, 2025 by James Thomas Jr., Director Power Delivery Engineering for Oklahoma Gas and Electric Company, an Oklahoma Corporation, on behalf of the corporation.

My Commission Expires: _____
Notary Public

(SEAL)

E-MAILED
2/20 7:40
Melisse
Crystal