

TO APPROVE A SERVICE LINE AGREEMENT WITH PUBLIC SERVICE COMPANY OF OKLAHOMA ON LAND USA IN TRUST FOR THE CHOCTAW NATION IN PUSHMATAHA COUNTY, OKLAHOMA

IN THE TRIBAL COUNCIL OF THE CHOCTAW NATION

ANTHONY DILLARD INTRODUCED THE FOLLOWING BILL

A COUNCIL BILL

TO APPROVE a Service Line Agreement with Public Service Company of Oklahoma (PSO), in Pushmataha County, Oklahoma.

WHEREAS, in accordance with Article VII, Section 1 of the Constitution of the Choctaw Nation of Oklahoma, the Chief shall perform all duties pertaining to the Office of the Chief Executive. He shall sign official papers on behalf of the Nation, and

WHEREAS, PSO will be extending electric service to the new Antlers Wellness Center. The Service Line Agreement will cross a tract of land in the E½ SE¼ of Section 5, Township 4 South, Range 16 East, Pushmataha County, Oklahoma, please see Exhibit "A" for complete legal description and Exhibit "B" for Centerline Description; and

WHEREAS, the Service Line will be done for the benefit of the Choctaw Nation, therefore there will not be any monetary payment for this agreement.

THEREFORE BE IT ENACTED by the Tribal Council of the Choctaw Nation of Oklahoma that this Bill be cited as approval of the proposed Service Line Agreement in favor of PSO on land USA in Trust for the Choctaw Nation located in Pushmataha County, Oklahoma.

CERTIFICATION

I, the undersigned, as Speaker of the Tribal Council of the Choctaw Nation of Oklahoma, do hereby certify that the Tribal Council is composed of twelve (12) seats. Eight (8) members must be present to constitute a quorum. I further certify that eleven (11) members answered roll call and that a quorum was present at the Regular Session of the Tribal Council at Tuskahoma, Oklahoma, on September 10, 2016. I further certify that the foregoing Council Bill CB- 149 -16 was adopted at such meeting by the affirmative vote of eleven (11) members, zero (0) negative votes, and zero (0) abstaining.

[Signature of Anthony Dillard]
Anthony Dillard, Secretary
Choctaw Nation Tribal Council

[Signature of Thomas Williston]
Thomas Williston, Speaker
Choctaw Nation Tribal Council

Date: 9-14-16

[Signature of Gary Patton]
Gary Patton, Chief
Choctaw Nation of Oklahoma

PSO
P.O. Box 201
Tulsa, OK 74102

Agent: M. Payton/M. Vasconcellos - OK161____
Area: D-6098 WO #
Address:

SERVICE LINE AGREEMENT

WHEREAS, the PUBLIC SERVICE COMPANY OF OKLAHOMA, its successors and assigns, hereinafter, termed "Applicant," has been requested to extend ELECTRIC service to the CHOCTAW NATION OF OKLAHOMA, hereinafter termed "Authorized Occupant," who is the owner or legally authorized occupant or lessee of a tract of TRUST land identified and described as follows:

See Exhibit "A" attached, County of Pushmataha, State of Oklahoma; and

WHEREAS, the location of the service line required to serve the above described property, and its extent, is more particularly shown and delineated on the attached plat marked "Exhibit B," which has been prepared in accordance with 25 CFR 169.56, and which by this reference is made a part hereof; and

WHEREAS, the regulations of 25 CFR 169.54 provide that an agreement shall be entered into by and between the landowner or legally authorized occupant or lessee of the land before any work by the applicant may be undertaken to construct a service line across such land; and

WHEREAS, those regulations further provide that the service line shall be for the sole purpose of supplying the owner or authorized occupant or lessee of land, including schools and churches with telephone, water, electric power, gas or other utilities for use by such owner, occupant or lessee of the land on the premises.

Now, therefore, it is hereby agreed that in consideration of the applicant furnishing ELECTRIC service to the herein described property, the Authorized Occupant hereby grants permission to the applicant to construct a service line on and across the said property without the payment of any monetary compensation for damages.

Applicant agrees to comply with all the applicable requirements of 25 CFR 169 Subpart B.

This agreement is in the nature of a license revocable at any time at the sole option of the Authorized Occupant, and conveys no interest in the land traversed whatever.

Applicant shall mitigate any damages incurred during construction and the restoration of the premises at the termination of this agreement, except for usual wear and decay.

Each person signing this Service Line Agreement represents and warrants that he or she is duly authorized to execute and deliver this Service Line Agreement. Each party represents and warrants to the other that the execution and delivery of this Service Line Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Service Line Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

Owner: **USA in Trust for the CHOCTAW NATION OF OKLAHOMA**

By: _____
Gary Batton, Chief

Date: _____

Applicant: **Public Service Company of Oklahoma**

By: _____
Mark F. Payton III, ROW Agent

Date: _____

Filed with the Regional Director, _____ Regional Office on _____, 20____.

If any archaeological remains such as bone, pottery, chipped stone, tools, charcoal stains, historic artifacts such as metal, glass, wood, brick, or historic pottery, or unrecorded cemeteries, marked or unmarked graves are exposed during ground disturbing activity, all activity must cease in the immediate vicinity of the remains, and the Agency Superintendent, Zone Archaeologist, and State Archaeologist must be notified to determine the disposition of the remains.

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Section 5, T4S, R16E

Exhibit "A"

A tract of land in the E/2 of SE/4 of Section 5, Township 4 South, Range 16 East, more particularly described as follows: Commencing at the NW Corner of the S/2 of SE/4 of NE/4 of Section 5, Township 4 South, Range 16 East, running South 2,340 feet to the point of beginning; thence East 1,320 feet; thence South 630 feet; thence West 1,320 feet; thence North 630 feet to the point of beginning, lying and being in the E/2 of SE/4 of Section 5, Township 4 South, Range 16 East,

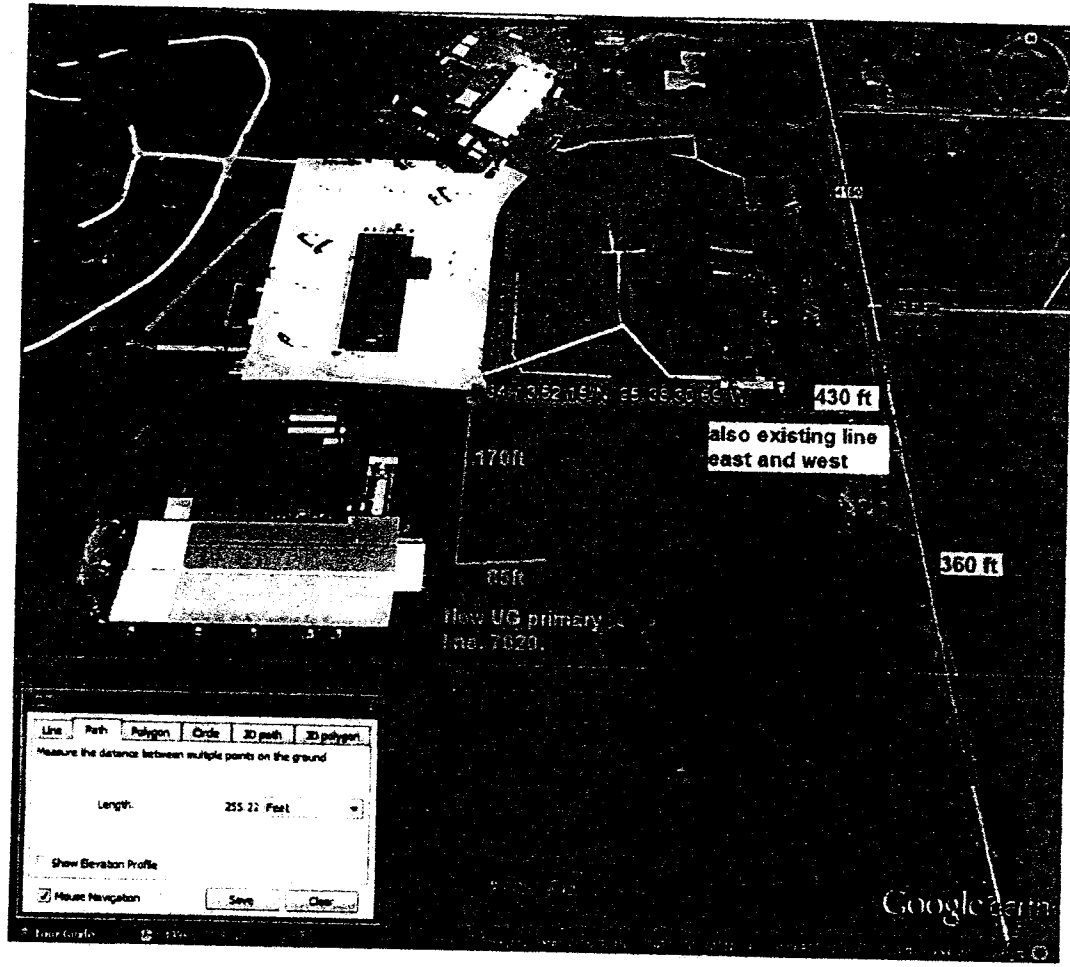
And

A tract of land described as follows: Commencing at the NW Corner of the S/2 of SE/4 of NE/4 of Section 5, Township 4 South, Range 16 East; and running South 2,010 feet to the point of beginning; thence running East a distance of 1,005 feet; thence South a distance of 165 feet; thence East a distance of 315 feet; thence South a distance of 165 feet; thence West a distance of 1,320 feet; thence North a distance of 330 feet to the point of beginning

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Exhibit "B" – Centerline description



BEGINNING AT A POINT ON THE EAST LINE OF THE PROPERTY DESCRIBED ON EXHIBIT "A", 360 FEET NORTH OF THE SOUTHEAST CORNER OF SAID PROPERTY; THENCE WEST A DISTANCE OF 430 FEET; THENCE SOUTH A DISTANCE OF 170 FEET; THENCE EAST A DISTANCE OF 85 FEET TO THE POINT OF TERMINATION, ALL AS SHOWN ABOVE

Choctaw Nation Of Oklahoma

Principal Chief _____

Date _____

APPLICANT: Public Service Company of Oklahoma

Mark F. Payton III
Mark F Payton III, ROW Agent

Date 7/9/16