

**TO APPROVE A SERVICE LINE AGREEMENT, IN FAVOR OF THE PUBLIC SERVICE COMPANY OF OKLAHOMA, ON LAND OCCUPIED BY JONES ACADEMY, THE AUTHORIZED OCCUPANT BEING THE CHOCTAW NATION OF OKLAHOMA, IN PITTSBURG COUNTY, OKLAHOMA**

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**IN THE TRIBAL COUNCIL OF THE CHOCTAW NATION**

**JAMES DRY INTRODUCED THE FOLLOWING BILL**

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**A COUNCIL BILL**

**TO APPROVE** a Service Line Agreement, in favor of the Public Service Company of Oklahoma, on land occupied by Jones Academy, the authorized occupant being the Choctaw Nation of Oklahoma, in Pittsburg County, Oklahoma.

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

**WHEREAS**, in accordance with Article IX, Section 6 of the Constitution of the Choctaw Nation of Oklahoma, the Tribal Council (the "Council") shall make decisions pertaining to the acquisition, leasing, disposition, and management of tribal property;

**WHEREAS**, the Public Service Company of Oklahoma (PSO) has proposed a Service Line Agreement to relocate the electric line for the new Student Union building on land occupied by Jones Academy, the authorized occupant being the Choctaw Nation of Oklahoma, located in the NW¼ of Section 28, Township 5 North, Range 17 East, Pittsburg County, Oklahoma. See Exhibit B for location map;

**WHEREAS**, the payment will be \$0.00 per year;

**WHEREAS**, the service line agreement shall be for a perpetual term, beginning on the date of approval, so long as the line is used for its intended purpose; and

**WHEREAS**, the Tribal Council has determined it is in the best interest of the Choctaw Nation of Oklahoma to approve the Service Line Agreement, in favor of PSO, because this electric line relocation is to service the new student union building and will be a benefit to the Jones Academy campus.

**THEREFORE BE IT ENACTED** by the Tribal Council that this Bill be cited as approval of the proposed Service Line Agreement, located in Section 28, Township 5 North, Range 17 East, Pittsburg County, OK, in favor of PSO, on land occupied by Jones Academy, the authorized occupant being the Choctaw Nation of Oklahoma. See Exhibit A for the Service Line Agreement.


**BE IT FURTHER ENACTED** by the Tribal Council of the Choctaw Nation of Oklahoma, that this bill be cited for approval of the payment of \$00.00 per year for a perpetual term, beginning on the date of approval.

**BE IT FURTHER ENACTED** by the Tribal Council that this Bill be cited as an acknowledgement that the Chief of the Nation, or his designee, is authorized to prepare, execute, deliver and file any and all agreements, certificates, instruments and documents, in such form and with such terms and provisions as the Chief of the Nation, or his designee, may approve, and to take such other action as he, she or they may deem proper or appropriate, to carry out the intent and purposes of the foregoing enactments.

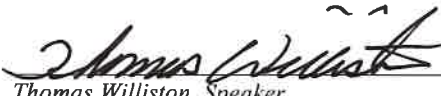
TO APPPROVE A SERVICE LINE AGREEMENT, IN FAVOR OF THE PUBLIC SERVICE COMPANY OF  
OKLAHOMA, THE AUTHORIZED OCCUPANT BEING THE CHOCTAW NATION OF OKLAHOMA, IN  
PITTSBURG COUNTY, OKLAHOMA

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 Tvshka Homma, Oklahoma, on June 14, 2025. I further certify that the foregoing Council Bill CB- 73 -25 was adopted at such meeting by the affirmative vote of eleven (11) members, zero (0) negative votes, and zero (0) abstaining.

  
James Dry, Secretary  
Choctaw Nation Tribal Council

Date: 6-18-25

  
Thomas Williston, Speaker  
Choctaw Nation Tribal Council

  
Gary Batton, Chief  
Choctaw Nation of Oklahoma

**Purpose of Council Bill:** To approve a Service Line Agreement, in favor of the Public Service Company of Oklahoma, on land occupied by Jones Academy, the authorized occupant being the Choctaw Nation of Oklahoma, located in the NW¼ of Section 28, Township 5 North, Range 17 East, Pittsburg County, OK. The service line shall be for a perpetual term, so long as used for its intended purpose. This electric line relocation is to service the new student union building and will be a benefit to the Jones Academy campus. Please see the attached Service Line Agreement labeled Exhibit A and the location map labeled Exhibit B. This legislation will meet the Nation's strategic goal of supporting service delivery to improve the quality of life for the Choctaw Nation and its Tribal Members by providing electric service to the Jones Academy campus.

**Title of Council Bill:** TO APPROVE A SERVICE LINE AGREEMENT, IN FAVOR OF THE PUBLIC SERVICE COMPANY OF OKLAHOMA, ON LAND OCCUPIED BY JONES ACADEMY, THE AUTHORIZED OCCUPANT BEING THE CHOCTAW NATION OF OKLAHOMA, IN PITTSBURG COUNTY, OKLAHOMA

**Grantee:** Public Service Company of Oklahoma

**Duration:** Perpetual

**Payment:** \$0.00 per year

**Request by Project Director:** Traci Umsted, Senior Director of Land & Title, Kelly McKaughan, Senior Executive Officer

**Suggested Legislative Committee Review:** Finance Committee & Member Services Committee

## Exhibit A

### 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 new student union building on land occupied by Jones Academy, the hereinafter termed "Authorized Occupant" is the **CHOCTAW NATION OF OKLAHOMA**, on land identified and described as follows:

Utility Easement Description:

NW¼ OF SECTION 28, TOWNSHIP 5 NORTH, RANGE 17 EAST OF THE INDIAN BASE AND MERIDIAN, PITTSBURG COUNTY, STATE OF OKLAHOMA. (JONES ACADEMY CAMPUS)

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 A," 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 to a legally authorized occupant or lessee of the applicant before any work by the applicant may be undertaken to construct a service line across such land. Upon execution of a service line agreement, the landowner shall have a period of 30 days to record the agreement with the Bureau of Indian Affairs (BIA). During this 30-day period, the applicant is permitted to commence construction activities; 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 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.

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.

Applicant: **Public Service Company of Oklahoma**

By: \_\_\_\_\_  
Mark F. Payton III, ROW Agent

Date: \_\_\_\_\_

Authorized Occupant: **Choctaw Nation of Oklahoma**

By: \_\_\_\_\_  
Gary Batton, Chief

Date: \_\_\_\_\_

**ACKNOWLEDGEMENT**

State of OKLAHOMA

§

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Gary Batton, Chief, on behalf of the Choctaw Nation of Oklahoma.

\_\_\_\_\_  
Signature of Notary Public

My commission expires: \_\_\_\_\_, 20\_\_\_\_.

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.

Section 28, T5N, R17E

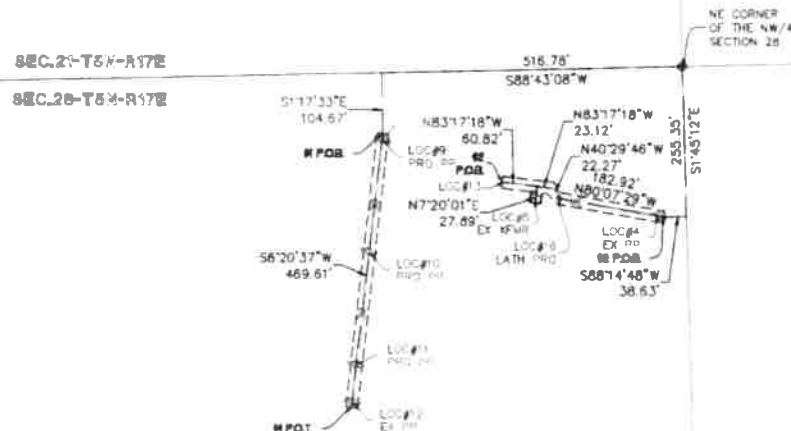
**Exhibit "A" – Page 1 of 3**

## ELECTRIC EASEMENT

W A STRIP OF LAND 20.00 FEET IN WIDTH, BEING 10.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE NE CORNER OF THE NW/4 OF SECTION 28, T3N, R17E OF THE I.B.&M., PITTSBURGH COUNTY, STATE OF OKLAHOMA, THENCE S88°43'08"W ALONG THE NORTH LINE OF THE NW/4 OF SECTION 28 A DISTANCE OF 516.78 FEET; THENCE S17°33"E A DISTANCE OF 104.67 FEET TO THE POINT OF BEGINNING; THENCE S82°03'37"W A DISTANCE OF 469.61 FEET TO THE POINT OF TERMINATION

42 A STRIP OF LAND 20.00 FEET IN WIDTH, BEING 10.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE NE CORNER OF THE NW/4 OF SECTION 28, T3N, R17E OF THE 18.66d., PITTSBURG COUNTY, STATE OF OKLAHOMA, THENCE S14°52'12"W ALONG THE EAST LINE OF THE NW/4 OF SECTION 28 A DISTANCE OF 255.35 FEET; THENCE S88°14'48"W A DISTANCE OF 36.63 FEET TO THE POINT OF BEGINNING; THENCE N80°07'29"W A DISTANCE OF 182.92 FEET; THENCE N40°29'46"W A DISTANCE OF 22.27 FEET; THENCE N83°17'18"W A DISTANCE OF 23.12 FEET; THENCE S7°20'01"W A DISTANCE OF 27.89 FEET; THENCE N7°20'01"W A DISTANCE OF 27.89 FEET; THENCE N83°17'18"W A DISTANCE OF 60.82 FEET TO THE POINT OF TERMINATION.

JONES ACADEMY PROPERTY



## CHOCTAW NATION OF OKLAHOMA

THIS DOCUMENT IS PRELIMINARY  
IN NATURE AND IS NOT A FINAL  
SIGNED AND SEALED DOCUMENT.

TONY ROSSIGNOL, LAND SURVEYOR NO. 1998  
**Heartland Surveying & Mapping, PLLC**

CA 6-6848  
600 Superior St., Ste. "C"  
Washington, Oklahoma 74401  
(515) 683-7799

FOR: JOSH LANDRY  
AEP/PSO  
DATE: 3/7/2025

SHEET SIZE 11x17  
SCALE 150'

W.O.# 12871  
SURVEYED BY: RT/TT  
DRAWN BY: AM  
LAST SITE VISIT: 3/4/25

FILE NAME  
15. 2025 - 10/24/25

PSO  
P.O. Box 201  
Tulsa, OK 74102

Section 21, T5N, R17E

Exhibit "A" - Page 2 of 3

# JONES ACADEMY-HARTSHORN OKLA. SEC.28-T5N-R17E PITTSBURG COUNTY

## ELECTRIC BASEMENT

11 A STRIP OF LAND 20.00 FEET IN WIDTH, BEING 10.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE NE CORNER OF THE NW/4 OF SECTION 28, T5N, R17E OF THE I.B.&M., PITTSBURG COUNTY, STATE OF OKLAHOMA, THENCE S88°43'08"W ALONG THE NORTH LINE OF THE NW/4 OF SECTION 28 A DISTANCE OF 516.78 FEET; THENCE S117°33"E A DISTANCE OF 104.67 FEET TO THE POINT OF BEGINNING; THENCE S6°20'37"W A DISTANCE OF 469.61 FEET TO THE POINT OF TERMINATION.

12 A STRIP OF LAND 20.00 FEET IN WIDTH, BEING 10.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE NE CORNER OF THE NW/4 OF SECTION 28, T5N, R17E OF THE I.B.&M., PITTSBURG COUNTY, STATE OF OKLAHOMA, THENCE S1°45'12"W ALONG THE EAST LINE OF THE NW/4 OF SECTION 28 A DISTANCE OF 255.35 FEET; THENCE S88°14'48"W A DISTANCE OF 38.63 FEET TO THE POINT OF BEGINNING; THENCE N80°07'29"W A DISTANCE OF 182.92 FEET; THENCE N40°29'46"W A DISTANCE OF 22.27 FEET; THENCE N83°17'18"W A DISTANCE OF 23.12 FEET; THENCE S7°20'01"W A DISTANCE OF 27.89 FEET; THENCE N7°20'01"E A DISTANCE OF 27.89 FEET; THENCE N83°17'18"W A DISTANCE OF 60.82 FEET TO THE POINT OF TERMINATION.



THIS DOCUMENT IS PRELIMINARY  
IN NATURE AND IS NOT A FINAL,  
SIGNED AND SEALED DOCUMENT.

TONY SCHROEDER, LAND SURVEYOR NO. 1686

**Heartland Surveying &  
Mapping, PLLC**

CA 14040

800 Emporia Pl., Ste. 100  
Waukegan, Oklahoma 74460  
(918) 888-7798

FOR: JOSH LANDRY

AEP/PSO

DATE: 3/7/2025

SHEET SIZE 11x17  
SCALE: 1"=50'

W.O. # 12871

SURVEYED BY: RT/TT

DRAWN BY: AM

LAST SITE VISIT: 3/4/25

FILE NAME: 12871-12.dwg  
DATE: 3/7/2025  
BY: TSC  
PLOT: 12871-12.dwg

PSO  
P O Box 201  
Tulsa, OK 74102

Section 21, T5N, R17E

Exhibit "A" - Page 3 of 3

The easements and rights-of-way granted hereby are more fully described as follows:

#1 A STRIP OF LAND 20.00 FEET IN WIDTH, BEING 10.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE NE CORNER OF THE NW/4 OF SECTION 28, T5N, R17E OF THE I.B.&M., PITTSBURG COUNTY, STATE OF OKLAHOMA, THENCE S88°43'08"W ALONG THE NORTH LINE OF THE NW/4 OF SECTION 28 A DISTANCE OF 516.78 FEET; THENCE S1°17'33"E A DISTANCE OF 104.67 FEET TO THE POINT OF BEGINNING; THENCE S6°20'37"W A DISTANCE OF 469.61 FEET TO THE POINT OF TERMINATION.

#2 A STRIP OF LAND 20.00 FEET IN WIDTH, BEING 10.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE NE CORNER OF THE NW/4 OF SECTION 28, T5N, R17E OF THE I.B.&M., PITTSBURG COUNTY, STATE OF OKLAHOMA, THENCE S1°45'12"W ALONG THE EAST LINE OF THE NW/4 OF SECTION 28 A DISTANCE OF 255.35 FEET; THENCE S88°14'48"W A DISTANCE OF 38.63 FEET TO THE POINT OF BEGINNING; THENCE N80°07'29"W A DISTANCE OF 182.92 FEET; THENCE N40°29'46"W A DISTANCE OF 22.27 FEET; THENCE N83°17'18"W A DISTANCE OF 23.12 FEET; THENCE S7°20'01"W A DISTANCE OF 27.89 FEET; THENCE N7°20'01"E A DISTANCE OF 27.89 FEET; THENCE N83°17'18"W A DISTANCE OF 60.82 FEET TO THE POINT OF TERMINATION.

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: 3/17/2025



