



Outlook

Fw: AT&T pole audit

From Erma Mora <city.manager@cityofmangum.net>

Date Wed 6/4/2025 4:00 PM

To Sarah Dreyer <Payroll@cityofmangum.net>

 1 attachment (38 KB)

Bill_of_Sale_Mangum.docx;

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From: DESPAIN, PAUL E <pd7342@att.com>

Sent: Wednesday, June 4, 2025 3:54:57 PM

To: Erma Mora <city.manager@cityofmangum.net>

Cc: DESPAIN, PAUL E <pd7342@att.com>

Subject: RE: AT&T pole audit

Erma – attached is an updated Bill of Sale that transfer 98 AT&T owned poles to which AT&T is not attached but City of Mangum power is attached. AT&T would like to transfer these poles to City of Mangum ownership at no cost, however the Bill of Sale would cap annual pole rental rate at \$10 for 10 years for the Mangum poles to which AT&T is attached.

Please let me know if this is acceptable to City of Mangum.

Thanks
Paul

From: DESPAIN, PAUL E <pd7342@att.com>

Sent: Friday, January 31, 2025 9:50 AM

To: erma.mora@cityofmangum.net

Cc: DESPAIN, PAUL E <pd7342@att.com>

Subject: AT&T pole audit

Erma – not sure if you are the correct contact for this. Please let me know if I need to direct this to someone else.

AT&T Oklahoma recently completed a system wide audit of AT&T owned poles and AT&T attachments on power poles. Attached is pole data for AT&T and City of Mangum pole attachments.

44 Mangum poles with AT&T attached.

Additionally, many poles on the list are identified as "relinquish to Mangum". The majority of these are "ONA" poles – owner not attached. Basically, these are poles that per AT&T records were AT&T owned, but field data shows that they are owned by City of Mangum. AT&T would like to officially transfer ownership of these poles to City of Mangum using the attached Bill of Sale form (no cost). Mostly just

for clarity that everyone agrees that AT&T does not own these poles. Please let me know if City of Mangum is agreeable to that and I will fill out the form for signature.

Please review the data and let me know if Mangum is in agreement or has concerns. In order for AT&T to move forward and close out our audit, if no response is received within 30 days we will assume Mangum agrees with the audit results.

thanks

Paul DeSpain
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Bill of Sale

Agreement made this First day of June, 2025, by and between City of Mangum, a municipality with a principal office in Mangum, Oklahoma, hereinafter called Buyer, and Southwestern Bell Telephone Company dba AT&T Oklahoma, a Delaware LLC, with a principal office in Dallas, Texas, authorized to do and doing business in Oklahoma, hereinafter called Seller.

For and in consideration of the sum of \$1 paid to Seller, the receipt of all of which is hereby acknowledged, and agreement that Buyer shall not charge to Seller more than \$10 rental per pole per annum for 10 years after date of this Bill of Sale, Seller by these presents does hereby bargain, sell, demise, release and forever quitclaim to Buyer, its successors and assigns, all of the rights, title, interest and claim the Seller now has or may have had in the following "Pole(s)" located in , Kay County, Oklahoma:

Quantity	Description	Location (address, lat/long, etc.)
98	wood pole	See Exhibit 1

This sale is subject to the following terms and conditions:

1. Buyer is purchasing the equipment described above in reliance upon its personal inspection and in an "as is" and "where is" condition, with all faults.
2. Seller makes no warranties, express or implied, of any kind or nature except that (a) Buyer will acquire by the terms of this bill of sale good title to the equipment (b) Seller has the right to sell the equipment. Without limiting the generality of the foregoing, SELLER MAKES NO WARRANTIES WITH RESPECT TO THE QUALITY, CONTENT, CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE TELECOMMUNICATIONS FACILITIES.
3. BUYER UNDERSTANDS THAT THE SELLER'S FACILITIES MAY CONTAIN PRESERVATIVES OR OTHER HAZARDOUS MATERIALS. BUYER REPRESENTS AND WARRANTS THAT IT WILL HANDLE AND TREAT SUCH FACILITIES, INCLUDING BUT NOT LIMITED TO, THE FACILITIES CONTAINING LEAD, IN COMPLIANCE WITH ALL ENVIRONMENTAL LAWS, INCLUDING, BUT NOT LIMITED TO, PROCURING ALL REQUIRED PERMITS AND CERTIFICATES.
4. As used herein, "Environmental Laws" shall mean all Federal, State or local laws, regulations or ordinances having to do with the protection of health, welfare, the environment or workers, including, without limitation, the Clean Air Act, the Clean Water Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, the Emergency Planning and Community Right-To-Know Act, the Hazardous Materials Transportation Act, the Occupational Safety and Health Act, and any similar state or local laws, regulations or ordinances.
5. On the Effective Date, Buyer releases Seller of all liability for, and Buyer assumes all liability for, and will defend, indemnify and hold harmless Seller from and against all losses, damages, expenses (including attorneys' fees and costs), claims, suits and liabilities, whether based in contract or tort (including strict liability), the extent arising out of, resulting from or in connection with (a) Buyer's negligent or intentional acts or omissions, or those of persons furnished by it, (b) the failure of Buyer or its agents to fully comply with the terms and conditions of this Agreement, including those concerning compliance with Environmental Laws or (c) assertions under Worker's Compensation or similar laws made by persons furnished by Buyer. Seller shall promptly notify Buyer of any written claim, loss or demand for which Buyer is responsible under this Clause.
6. If, for any reason, Buyer removes, modifies or disposes of the Telecommunication Facilities, then it will do so safely and in accordance with all Environmental Laws and standards, and will do no damage to other property or Telecommunication Facilities owned by Seller or third parties.

BUYER EXPRESSLY ASSUMES ALL LIABILITIES THAT MAY ARISE FROM THE HANDLING, PROCESSING, REMOVAL OR OTHER USE OF THE TELECOMMUNICATION FACILITIES, INCLUDING THOSE ARISING UNDER THE ENVIRONMENTAL LAWS.

7. This Agreement does not transfer any rights, licenses or other interests in any easement, right of way, license or other property right or interest associated with the Telecommunications Facilities and Seller expressly retains all such rights, licenses and interests.

Effective Date: 6/1/2025

SWBT dba AT&T Oklahoma
(Seller's company name)

City of Mangum
(Buyer's company name)

Signature

Signature

Printed Name

Printed Name

Title

Title

Address:

Address:

Exhibit 1

count	GPS LAT	GPS LONG
1	34.877567	-99.497003
2	34.884319	-99.506182
3	34.884384	-99.505916
4	34.878515	-99.48996
5	34.878503	-99.490938
6	34.887857	-99.496529
7	34.878497	-99.486909
8	34.878504	-99.488442
9	34.880159	-99.497123
10	34.875532	-99.503542
11	34.878506	-99.489224
12	34.878504	-99.487816
13	34.874167	-99.502272
14	34.877373	-99.497015
15	34.876344	-99.490792
16	34.878505	-99.492219
17	34.880571	-99.497117
18	34.883735	-99.505846
19	34.885498	-99.503207
20	34.875537	-99.501913
21	34.890181	-99.506822
22	34.888604	-99.504806
23	34.89026	-99.50445
24	34.879734	-99.49711
25	34.872747	-99.503704
26	34.87868	-99.495665
27	34.876291	-99.507876
28	34.890255	-99.504876
29	34.87852	-99.491634
30	34.874959	-99.490202
31	34.87785	-99.494583
32	34.88986	-99.50682
33	34.890248	-99.505297
34	34.888062	-99.505926
35	34.88593	-99.495814
36	34.878399	-99.493415
37	34.888471	-99.504405
38	34.877105	-99.495832
39	34.885716	-99.494888
40	34.879957	-99.497103
41	34.890598	-99.506813
42	34.872288	-99.496933

count	GPS LAT	GPS LONG
50	34.874324	-99.503593
51	34.878068	-99.511915
52	34.876344	-99.492747
53	34.876255	-99.506853
54	34.877478	-99.495862
55	34.891004	-99.506322
56	34.875011	-99.503561
57	34.878468	-99.511911
58	34.873538	-99.506772
59	34.89101	-99.504889
60	34.878536	-99.499561
61	34.891014	-99.505842
62	34.878456	-99.513926
63	34.876337	-99.492256
64	34.87633	-99.491224
65	34.888602	-99.505902
66	34.876437	-99.495835
67	34.88564	-99.497548
68	34.876727	-99.495826
69	34.890243	-99.505765
70	34.888618	-99.505206
71	34.890258	-99.504308
72	34.878535	-99.485043
73	34.876328	-99.491749
74	34.887585	-99.505939
75	34.877681	-99.497007
76	34.886746	-99.50742
77	34.87816	-99.494594
78	34.884466	-99.504267
79	34.886732	-99.502672
80	34.890947	-99.506674
81	34.872859	-99.502105
82	34.87853	-99.486157
83	34.876831	-99.511916
84	34.876364	-99.49697
85	34.873165	-99.506791
86	34.877768	-99.495851
87	34.876551	-99.511923
88	34.87622	-99.511931
89	34.874634	-99.503323
90	34.872857	-99.50161
91	34.889746	-99.504326

43	34.891002	-99.505347
44	34.874477	-99.503558
45	34.880385	-99.497109
46	34.87813	-99.497069
47	34.888997	-99.50216
48	34.88868	-99.506653
49	34.876766	-99.497021

end

92	34.889031	-99.506661
93	34.878168	-99.495852
94	34.890834	-99.506813
95	34.877652	-99.511905
96	34.87538	-99.508073
97	34.877277	-99.511911
98	34.874735	-99.503592