

COMMUNICATION FACILITIES RELOCATION AGREEMENT

THIS FIBER FACILITIES RELOCATION AGREEMENT ("Agreement") is made and entered into and is effective as of this 4th day of December, 2023 ("Effective Date") by and between CoxCom LLC, a Delaware limited liability company ("Cox"), First Party and the City of Norman ("City"), Second Party.

WHEREAS, Cox has existing overhead facilities located at **Jenkins Avenue from Constitution Street to Timberdell Road, Constitution Street from Jenkins Avenue to Par Drive** ("Cox Facilities") and more fully depicted in Cox Project Number **1114** (the "Work Order"), and

WHEREAS, the City has requested Cox to relocate the Cox Facilities underground, and

WHEREAS, because the request to underground Cox Facilities has been made by the City, the City will reimburse Cox for the costs associated with relocating Cox's facilities as further described in this Agreement.

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

1. Cox will furnish labor and materials and will relocate its existing facilities in accordance with the plans for the Cox Project Number.
2. Upon completion of the work described in the preceding paragraph, the City will pay Cox the total actual cost for the undergrounding of Cox Facilities. The ESTIMATED cost to relocate said facilities is two hundred twenty thousand dollars (\$220,000). The parties understand that the total actual cost of the work may differ from the estimated cost above.
3. The existing service of Cox is not to be interrupted or suspended or impaired while the work contemplated under this Agreement is being performed.
4. Cox is an approved Own Risk for Workers Compensation by the Oklahoma Workers Compensation Court, and Cox 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 Cox shall remain the property of Cox. The City hereby grants to Cox 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 communication facilities at the agreed locations as described herein.

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 three counterparts, each of which shall be deemed an original for all purposes.
7. The Agreement will expire upon the completion of the work by Cox 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.

Approved as to form and legality this _____ day of _____, 2023.

City Attorney

Approved by the Council of the City of Norman, this _____ day of _____, 2023.

ATTEST: _____
(SEAL)

By: _____
Mayor

ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA,

This instrument has acknowledged before me on _____, 2023 by
_____, as _____, City of Norman.

My Commission Expires: _____
(SEAL)

Notary Public

Cox Communications Incorporated

By: 

Printed Name: Chris Breeding

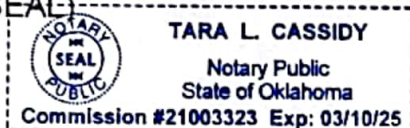
Title: Sr Director of Construction

Signatory NotarizationSTATE OF Oklahoma, COUNTY OF Oklahoma, SS:

Before me, the undersigned, a Notary Public in and for said Chris Breeding
of the Cox Communications Incorporated its Sr Director
of Construction to me known to be the identical person(s) who executed the
foregoing FIBER FACILITIES RELOCATION AGREEMENT and acknowledged to me that they
executed the same as their free and voluntary act and deed for the uses and purposes therein
set forth.

WITNESS my hand and seal this 4th day of December, 2023.My Commission Expires: 3/10/25

(SEAL)

Notary Public: Tara L. Cassidy