

**PROCEDURE FOR PROCESSING APPLICATION FOR REVOCABLE
PIPELINE PERMIT
ON STREET RIGHT-OF-WAY AND PUBLIC EASEMENT CROSSING**

1. SUBMIT A COMPLETED REVOCABLE PIPELINE PERMIT APPLICATION FORM EXECUTED AND CONTAINING AN ORIGINAL SIGNATURE OF THE PRESIDENT OR VICE-PRESIDENT OF THE COMPANY. IF SIGNED BY AN AGENT OTHER THAN THE PRESIDENT OR VICE-PRESIDENT OF THE COMPANY, A POWER OF ATTORNEY STATEMENT AS FILED OF RECORD IN OKLAHOMA COUNTY, OKLAHOMA WILL BE REQUIRED.
2. SUBMIT EIGHT (8) COPIES OF DETAILED CONSTRUCTION DRAWINGS. PLANS SHOULD SHOW THE PROPERTY LINES, CURB, CENTERLINE OF STREETS, RIGHT-OF-WAY WIDTHS, UTILITY AND/OR DRAINAGE EASEMENTS, DRIVEWAYS AND/OR SIDEWALKS, AND THE PROPOSED ALIGNMENT OF THE PIPELINE. DIMENSIONS SHOULD BE INCLUDED TO SHOW THE RELATIONSHIP OF THE PROPOSED IMPROVEMENTS, CURB LINE, PROPERTY LINE AND CENTER LINE OF ADJACENT STREETS. OTHER DIMENSIONS AS APPLICABLE, SHOULD BE SHOWN. IN DEVELOPED AREAS OF THE CITY, STANDARD PLAN AND PROFILE SHEETS SIGNED AND SEALED BY A PROFESSIONAL ENGINEER/LAND SURVEYOR ARE REQUIRED.
3. SHOULD A PIPELINE DURING ITS COURSE CROSS MORE THAN ONE STREET RIGHT-OF-WAY OR PUBLIC EASEMENT, INCLUDE ALL CROSSINGS ON ONE APPLICATION. STREET AND DRIVEWAY CROSSINGS SHALL BE BY THE BORING METHOD. CUTTING PAVEMENT ON STREETS REQUIRES SPECIAL APPROVAL AND IS AN EXCEPTION RATHER THAN A STANDARD PRACTICE. ADDITIONALLY, CONTRACTOR INSTALLING THE PIPELINE MUST BE PRE-QUALIFIED, LICENSED, AND OBTAIN ALL REQUIRED CONSTRUCTION PERMITS.
4. SUBMIT LETTERS OF NO OBJECTION FROM THE FOUR FRANCHISED UTILITY COMPANIES. (SEE "UTILITY CONTACTS", SHEET ATTACHED.)
5. SUBMIT LETTERS OF NO OBJECTION FROM THE OWNERS OF THE PROPERTIES ALONG THE ENTIRE ROUTE THAT ABUT THE PROPOSED PIPELINE. A LEASE/EASEMENT AGREEMENT WOULD BE SUFFICIENT.
6. SUBMIT WITH THE APPLICATION A CHECK PAYABLE TO THE CITY OF OKLAHOMA CITY IN THE AMOUNT OF \$26.50 PER ROD (or any portion of, rounded up to the next rod) FOR THE LENGTH OF THE PIPELINE WHICH OCCUPIES CITY RIGHT-OF-WAY OR EASEMENT.
7. SUBMIT BILLING INFORMATION FOR ANNUAL RODDAGE FEES. INCLUDE COMPANY NAME, CONTACT NAME, MAILING ADDRESS AND CONTACT PHONE NUMBER.
8. SUBMIT ORIGINAL PROOF OF INSURANCE ON CITY FORM (ACCORD FORM IS ACCEPTABLE) WITH STANDARD COMPREHENSIVE PUBLIC LIABILITY COVERAGE INCLUDING CONTRACTUAL LIABILITY INSURANCE COVERING BODILY INJURIES AND PROPERTY DAMAGE NAMING THE APPLICANT/PERMITTEE AND THE CITY AS CO-INSURED, ISSUED BY AN INSURANCE COMPANY AUTHORIZED TO DO BUSINESS WITHIN THE STATE. THE STANDARD ACORD FORM IS ACCEPTABLE
9. AFTER THE REVIEW PROCESS IS COMPLETED AND ANY DEFICIENCIES ARE CORRECTED, THE APPLICATION WILL BE DOCKETED FOR CITY COUNCIL CONSIDERATION. THE COUNCIL MEMO WHICH ACCOMPANIES THE APPLICATION HAS TO BE PREPARED TWO WEEKS IN ADVANCE OF THE COUNCIL HEARING. ACCORDINGLY, APPLICATIONS SHOULD BE SUBMITTED WELL IN ADVANCE OF THE DATE THAT THE PERMIT IS NEEDED.

UTILITY CONTACTS

COX CABLE

MARSHALL BIRCHETT
6301 WATERFORD BLVD. STE 200
OKLAHOMA CITY, OK 73118
PHONE: 600-6269
FAX: 600-9267

OKLAHOMA GAS AND ELECTRIC (REFER TO ATTACHED MAP)

WEST DISTRICT
DAVID JARED
PHONE: 553-4507
FAX: 553-4549
jared@oge.com

CENTRAL/NORMAN DISTRICT
TIM BAILEY
PHONE: 553-5174
FAX: 553-5152
bailey@oge.com

EAST/NORTH DISTRICT
GUY PARKER
PHONE: 553-4464
FAX: 553-4401
parker@oge.com

OKLAHOMA NATURAL GAS

SANDRA IDLETT
P.O. BOX 401
OKLAHOMA CITY, OK 73101
PHONE: 530-2504
FAX: 556-6422

AT & T NORTH

ANITA COOPER
7001 N.W. 23rd STREET, ROOM 335
BETHANY, OK 73008
PHONE: 291-3103
FAX: 491-7440

SOUTH

DEBORAH ROWLIN- 291-1547

OKIE ONE: 840-5032

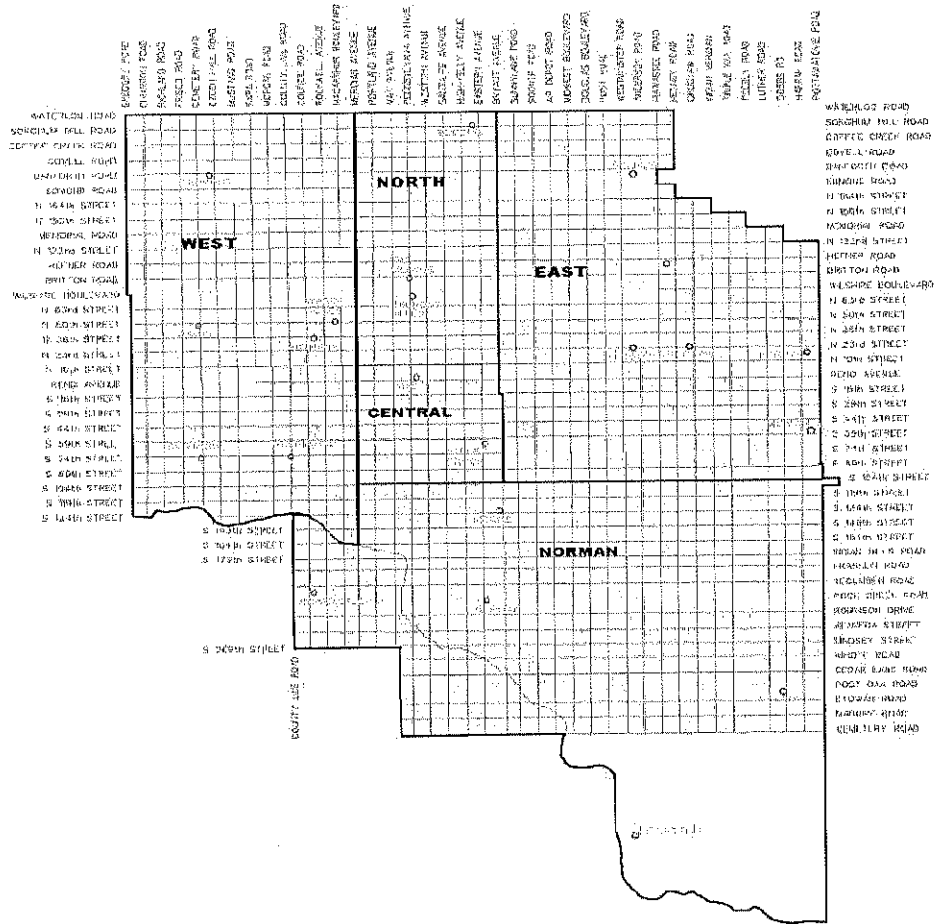
CONTRACTOR SHALL CALL OKIE TWO (2) WORKING DAYS BEFORE DIGGING.

OG&E DISTRICTS

Derik Dorsey WEST

Guy Parker EAST/NORTH

Tim Bailey CENTRAL/NORMAN



Date: _____

The purpose of this letter is to confirm that I am the owner of the property at

and that I have no objection to the installation of a private

on street right-of-way and/or easement along

to serve

NAME (PRINT OR TYPE): _____

Signature: _____

Phone No. (Optional) _____

APPLICATION FOR REVOCABLE PIPELINE PERMIT

TO THE HONORABLE MAYOR AND CITY COUNCIL
OKLAHOMA CITY, OKLAHOMA

Come now the _____
and applies to the City Council of Oklahoma City for a permit to lay _____
pipeline within the City of Oklahoma City.

The description of said line is as follows:

And the location and depth of said line or lines and all existing utilities are shown on the attached survey.

By: _____
AGENT

REVOCABLE PIPELINE PERMIT

THIS PERMIT, entered into in duplicate this ____ Day of _____, 20__, between _____ hereinafter called the "Company" and THE CITY OF OKLAHOMA CITY, a municipal corporation, situated in Oklahoma County, State of Oklahoma, hereinafter called "City",

WITNESSETH:

City, upon payment of an inspection and regulation fee of \$26.50 for each and every rod of said pipeline or pipelines which occupy a portion of any street, alley, easement, or other public right-of-way or public property in the City, and pursuant to the covenants and agreements hereinafter contained to be kept and performed by the Company, does hereby permit the Company to lay said pipelines along, and across certain streets, alleys, easements, public right-of-way and public property within the corporate limits of said City, as shown by the accompanying survey, the location of said pipelines being more particularly described as follows:

With the right of ingress and egress to and from the same. This permit is made by said City and accepted by said Company upon the terms set forth herein and subject to the following conditions:

1. The method of construction of said pipelines along, over and across the property above described shall be subject to the approval of the City Engineer of said City.

Said pipelines shall be constructed at such grade that the top thereof shall not be less than 48 inches below the surface of said property as above described as now located, and shall thereafter be maintained at such grade.

2. Said pipelines shall be constructed, repaired, and renewed and maintained by the Company, at the Company's own cost and expense, in a safe, proper and workmanlike manner, and at such times and in such manner as not to prevent or interfere with the safe, proper and convenient movement of traffic along, over and across said property above described.

All pipelines installed crossing from one side of the public right-of-way to the other shall be constructed as per the following:

(1) Cased crossing. *The pipeline crossings must pass through a casing of a design and constructed in accordance with the United States Department of Transportation standards set forth in 49 CFR 192.323 (Casing). For public rights of way, the casing shall be a seamless steel pipe, grade "B" having a minimum wall thickness of 0.250 inches or better.*

The casing must be designed to sustain roadway loadings, contain and divert from the roadway the contents of the carrier pipeline and to have a life expectancy equal to or greater than the carrier pipe. The vents must be sized to allow proper release of carrier pipe contents in the case of failure. The minimum pipe size for vents is two inches. If considered necessary, pressure grouting of the voids will be required when the diameter of any bore exceeds the outside diameter of the pipeline by two inches or more.

The carrier pipe in public right-of-way and public property shall be one grade better than could be used in private right-of-way in the same vicinity.

(2) Un-cased crossing. *The pipeline crossing must conform in design, construction and installation to the United States Department of Transportation standards set forth in 49 CFR 192 Subpart C. Construction, installation and use of an un-cased pipeline crossing shall be allowed only when the pipe utilized for the crossing is a minimum of one ASTM grade higher in tensile strength and a minimum of one step greater in wall thickness than the materials otherwise required.*

The Company agrees not to place any casing in a public right-of-way having a wall thickness and grade of pipe less than that required and/or recommended by the applicable pipe industry.

3. The Company agrees that it will at all times hereafter indemnify, protect and save harmless the City from and against any and all damages, claims, demands, suits, actions, and causes of action arising from or growing out of all injuries to or deaths of persons, or loss or destruction of or damage default of Company, its contractors, agents, or employees, in the construction, maintenance, operation, altering, repairing or renewing of said pipelines.
4. The Company shall backfill all trenches, fill all holes caused by shrinkage, remove all excess dirt, and leave the property above described in a solid and safe condition. The Company shall restore all sodded areas to its original condition by placing slab sod on all disturbed areas and subject to the inspection and approval of the City Engineer of said City. If the Company shall fail to make any repairs or do any work required of said Company by the provisions of this permit within ten days after receipt of written notice from the City calling attention thereto and requesting such repairs or work to be done, then the City shall have the right to make such repairs or do such work at the expense of the Company, and the Company shall reimburse the City for the cost and expense of such repairs or work promptly upon receipt of a bill therefore by the City to the Company.
5. This permit shall ensure to the benefit of the successors, lessees and assigns of the Company hereto only upon consent thereto in writing duly executed by said City.
6. It is understood and agreed by the Company that it will not distribute, market or sell any natural gas within the corporate city limits of the City of Oklahoma City, Oklahoma, from any part of the pipeline constructed under this permit.
7. It is understood and agreed by the parties hereto that this permit to the Company is subject to any and all Ordinances now in force or hereafter enacted by said City and to any and all existing rights of any public utility and by virtue of permits or franchises heretofore granted and executed by said City, and that this permit is revocable at any time by said City upon notice thereof to the Company.
8. It is further expressly agreed that the Company will commence said work within ___ days from the date hereof and will prosecute the same vigorously and continuously and complete same on or before _____ days from the date of commencement.
9. Where openings are made in or adjacent to any street, alley or public right-of-way, the Company shall, at its own expense, furnish such barricades, fences, light and danger signals, shall provide such watchman, and shall take such other precautionary measures for the protection of persons, or property, as are necessary.

Neither the materials excavated nor machinery used in the construction of the work shall be placed so as to endanger the work, or prevent free access to all water valves, gas valves, manholes, or electric, telephone or telegraph conduits, or fire alarms, or police call boxes in the vicinity. The City reserves the right to remedy a neglect on the part of the Company as regards the protection of the work at the Companies expense.

10. It is expressly agreed that in the event City revokes this permit or directs Company to relocate all or a portion of the pipeline(s) authorized under this permit, Company will, at its sole expense, remove or relocate pipelines(s) within 60 days from the date the notice is given.
11. All street crossings will require dry boring and/or tunneling below the (minimum 48 inches) street surface, unless special permission is receive from the City Engineer to open-cut.
12. The Company shall place identification markers at all points where the pipeline(s) intersect(s) the City's right-of-way boundary. Said marker shall extend a minimum of 36 inches above right-of-way surface.
13. Unless revoked as provided in Paragraph 7 above, this permit shall only continue in force until the 1st day of May, 20___, unless the Company pays \$2.65 per rod for each and every rod of pipeline authorized under this permit and maintained by Company, with a minimum inspection fee of \$14.00 per permit year by paying said \$2.65 per rod for each year on the 1st day of May of each year.
14. This permit authorizes Company to use and occupy a portion of certain streets, alleys, easements, public right-of-ways and public properties, for the location of its pipeline(s) in a manner which will not interfere with the public use of said rights-of-way.
15. It is expressly understood, that the permit conveys no property interest in or to any street, alley, easement, public right-of-way or public property.
16. Issuance of this permit does not constitute any express or implied warranties as to the legal title to, right to legal possession or the physical condition of any property subject to this permit.
17. The Company agrees that this Revocable Permit is subject to the following conditions:
 - a. The Company shall _____

IN WITNESS WHEREOF, the parties have caused this permit to be executed in duplicate by their proper officers thereunto authorized the day and year first above written.

COMPANY

SIGNATURE

TITLE

PRINT NAME

CITY CLERK

MAYOR

Reviewed as to form and legality.

Assistant Municipal Counselor