

PSO
2000 W. Frisco
Chickasha, OK 73018

Agent: Scott Palesano/William Stehr
W.R.#: 61177184
OK 16 2090

UNDERGROUND RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That: **Clinton Recreational Authority, a public trust, of Clinton, Oklahoma**, hereinafter referred to as "Grantor(s)", for the sum of One Dollar (\$1.00) and other good and valuable considerations in hand paid, the receipt and sufficiency of which as consideration for any and all direct and indirect, current damage, injury or diminution in value to the property covered by this easement, or the property of Grantor(s) adjacent thereto is hereby acknowledged, hereby grants, bargains, sells and conveys unto **PUBLIC SERVICE COMPANY OF OKLAHOMA**, an Oklahoma corporation, its successors and assigns, hereinafter referred to as "Grantee", an easement consisting of the perpetual right, privilege and authority to construct, operate, maintain, reconstruct and remove an underground electrical system consisting of conduits, wires, cables, fixtures, surface-mounted transformers and pedestals and other appurtenances for the transmission, transformation, regulation and distribution of electrical current and other forms of energy and for the transmission or communication of data, audio and video information under, upon and across a portion of a tract or parcel of land owned by Grantor(s). Such tract or parcel is located in Section 12, Township 12 North, Range 17 West, I.B.&M., Custer County, State of Oklahoma, and is described as follows:

A tract of land lying in the Southwest Quarter of Section 12, Township 12 North, Range 17 W.I.M., Custer County, Oklahoma, more particularly described by metes and bounds as follows: Beginning at a point 1720.60 feet North 89° 41' 39" West of the Southeast Corner of said Southwest Quarter, said point being on the South line of said Southwest Quarter; thence North 28° 00' East a distance of 275.00 feet; thence North 5° 00' East a distance of 283.00 feet; thence Northwesterly on a curve to the left, having a radius of 859.44 feet a distance 850.00 feet; thence North 51° 40' West a distance of 126.94 feet; thence South 0° 14' 20" East a distance of 37.28 feet; thence North 89° 44' 53" West a distance of 662.77 feet to a point on the West line of said Southwest Quarter; thence South 0° 18' 14" East and along said West line a distance of 633.70 feet to a point on the Northerly right-of-way line of the Farmrail Railroad; thence South 54° 50' 08" East and along said right-of-way line a distance of 910.90 feet; thence South 35° 09' 52" West and along said right-of-way line a distance of 25.00 feet; thence South 54° 50' 08" East and along said right-of-way line a distance of 242.08 feet to the point of beginning, containing 22.864 acres, more or less.

The easement and right-of-way granted hereby is **five (5)** feet on each side of a centerline, more fully described as follows:

Commencing at the Southwest corner of the Southwest Quarter of Section 12, Township 12 North, Range 17 W.I.M., Custer county, Oklahoma; Thence North approximately 1320 feet to a point on the West line of said Section 12; Thence East approximately 660 feet; Thence Southeasterly approximately 350 feet to a dip pole and the Point of Beginning; thence Southwesterly approximately 465 feet to a pad-mounted transformer.

Said right-of-way to be **ten (10)** feet in width.

Grantor(s) warrant that the surface of the earth upon said easement will not be lowered without prior consent of Grantee. This covenant is recognized as being necessary for the protection of the

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Section 12, T12N, R17W

underground facilities and the public. Grantor(s) agrees to be responsible for any damage to the facilities. Grantor(s) agrees to prevent the placement of any structure within said easement.

While the installations to be made by Grantee in pursuance of this grant are made to facilitate the development of Grantors' property and are permanent in nature, Grantor(s) nevertheless reserves the right to require relocation of all or part of said facilities installed by Grantee hereunder to the extent, from time to time, as is necessary to permit the further development of said property, upon the condition, however, and it is hereby agreed that Grantor(s), or the successors in interest to Grantor(s), will bear the cost of any and all such relocations.

ALSO granting said Grantee, its successors and assigns, the perpetual right, privilege and authority to prevent the placement of any structure that may, in the judgment of the Grantee, interfere with or endanger said underground electrical system or its maintenance and operation; and to enter upon the above described premises for the purposes of constructing, operating, maintaining, reconstructing and removing its underground electrical system aforesaid, and further granting to said Grantee, its successors and assigns, the right, privilege and authority to construct, operate, maintain, reconstruct and remove such underground electrical system under, upon, over and across any street, alley, highway, railroad or other right-of-way now or hereafter established and existing on or across said premises or adjoining the same or adjacent thereto.

The failure of Grantee to exercise any of the rights granted hereby, in whole or in part, for any period of time shall not be deemed to constitute a waiver, release, abandonment or limitation of such easement, right, privilege or authority. Grantor(s) hereby reserves the right to make such use of the land included within the easement as is not inconsistent with the rights, privileges and authorities granted hereby.

Grantor(s) hereby warrants unto Grantee that Grantor(s) will defend the easement and all rights, privileges and authorities hereby granted against every person or persons who may lawfully claim an interest in the property of Grantor(s) contrary thereto. Grantor(s) hereby acknowledges that this document contains the entire agreement between Grantor(s) and Grantee regarding the easement, rights, privileges and authority granted herein and that Grantor(s) is not relying upon any oral or written representations or assurances given by Grantee in connection with the negotiations for this document. Any special agreements between Grantor(s) and Grantee shall be in writing, and signed by both parties.

