

PSO  
2000 W. Frisco  
Chickasha, OK 73018

Agent: Scott Palesano/Gary Anderson  
W.R.#:65247219  
**OK 17 2107**

## UNDERGROUND RIGHT-OF-WAY EASEMENT

### KNOW ALL MEN BY THESE PRESENTS:

That: **CLINTON INDUSTRIAL AUTHORITY, an Oklahoma Municipal Trust**, 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). The Tract is located in Section **16**, Township **12** North, Range **17** West, I.B.&M., **Custer** County, State of Oklahoma, and is described as follows:

SURFACE ONLY IN AND TO: ALL THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 12 NORTH, RANGE 17 W.I.M, MORE OR LESS, LESS AND EXCEPT THE FOLLOWING; BEGINNING AT A POINT 100 FEET N0°02'10"W OF THE SOUTHEAST CORNER OF SAID SW/4, SAID POINT BEING ON THE EAST BOUNDARY LINE OF SAID SW/4 AND ON THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 73; THENCE N0°02'10"W AND ALONG SAID EAST BOUNDARY LINE A DISTANCE OF 565.45 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE A.T. & S.F. RAILROAD; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT, HAVING A RADIUS OF 2814.79 FEET, AND ALONG SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 369.35 FEET; THENCE S0°02'10"E A DISTANCE OF 816.12 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF S.H. NO. 73; THENCE S89°49'44"E AND ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 270.00 FEET TO THE POINT OF BEGINNING. CONTAINING 4.316 ACRES MORE OR LESS IN SAID EXCEPTED TRACT,

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**Section 16, T12N, R17W**

**ALSO DESCRIBED AS:**

A tract of land lying in the Southwest Quarter (SW $\frac{1}{4}$ ) of Section 16, Township 12 North, Range 17 West of the Indian Meridian, Custer County, Oklahoma, described by metes and bounds as follows: Beginning at a point 100.00 feet N0°02' 10"W and 270.00 feet N89°49'44"W of the Southeast Corner of said SW $\frac{1}{4}$ , said point being on the North line of S.H.#73 right-of-way; thence N89°49'44"W and along said right-of-way a distance of 1159.00 feet; thence N0°13'04"E a distance of 1590.29 feet to a point on the Southerly right-of-way of the A.T. & S.F. Railroad; thence S56°34'38"E and along said right-of-way a distance of 1107.34 feet; thence Southeasterly on a curve to the right with a radius of 2814.79 feet, and along said right-of-way a distance of 283.32 feet (With a chord bearing of S53°41'37"E 283.20 feet); thence S0°02'10"E a distance of 816.12 feet to the point of beginning, containing 32.113 computed 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 above-described tract; thence East 10 feet; thence North approximately 100 feet to the **Point of Beginning**; Thence East 240 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 underground facilities and the public. Grantor(s) agrees to be responsible for any damage to the facilities caused by Grantor(s), their agents, subcontractors and assigns. 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.

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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.

