

PSO  
P.O. Box 201  
Tulsa, OK 74102

Agent: M. Payton/D. Sigala-OK181\_\_  
Area: D-6098 WO #  
Address:

## **RIGHT-OF-WAY EASEMENT**

### **KNOW ALL MEN BY THESE PRESENTS:**

That: **CITY OF BROKEN ARROW, OKLAHOMA, a Municipal Corporation**, 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 a line or lines of structures with wires, fixtures and other equipment related thereto (whether located on the ground or on said structures) for the transmission of electrical current and other forms of energy and for the transmission or communication of data, audio and video information upon, over, under and across a portion of a tract or parcel of land owned by Grantor(s). Such tract or parcel is located in Section **32**, Township **19** North, Range **15** East, I.B.&M., **Wagoner** County, State of Oklahoma, and is described as follows:

The East Half of the Northwest Quarter (E/2 NW/4) of Section 32, Township 19 North, Range 15 East.

The easement and right-of-way granted hereby is **ten (10)** feet on each side of a centerline, more fully described as follows:

COMMENCING AT THE NORTHEAST CORNER THE NORTHWEST QUARTER (NW/4) OF SAID SECTION 32, T19N, R15E; THENCE N89°51'38"W, ALONG THE NORTH LINE OF SAID SECTION, A DISTANCE OF 529.36 FEET; THENCE S00°08'22"W A DISTANCE OF 826.39 FEET TO THE POINT OF BEGINNING; THENCE S75°35'23"W A DISTANCE OF 151.35 FEET; THENCE S71°56'28"W A DISTANCE OF 174.44 FEET TO THE POINT OF TERMINATION, as depicted on EXHIBIT "A", attached hereto.

Said right-of-way to be **twenty (20)** feet in width.

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**Section 32, T19N, R15E**

For the same consideration, Grantor further grants unto said Grantee, the perpetual right, privilege and authority: to cut down, trim treat and dispose of any trees and undergrowth on said easement or on the Grantor's property contiguous thereto which, in Grantee's sole judgment, interfere or threaten to interfere with Grantee's structures, lines, fixtures and equipment, or with Grantee's ability to construct, operate, maintain, reconstruct or remove said structures, lines, fixtures and equipment; to prevent the placement of any structure within said easement; to set the necessary guy and brace poles or anchors and to attach all necessary guy wires thereto; to enter upon the said easement over, under and across the Grantor's other property adjacent to said easement for the purpose of constructing, operating, maintaining, reconstructing and removing its said structures, lines, fixtures and equipment; and to construct, operate, maintain, reconstruct, and remove such line or lines upon, over, under and across said easement.

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 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 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.

SIGNED AND DELIVERED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF BROKEN ARROW, OKLAHOMA,  
a Municipal Corporation**

By: \_\_\_\_\_  
**Craig Thurmond, Mayor**

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**Section 32, T19N, R15E**

*(Corporate Acknowledgment)*

State of Oklahoma       )  
                                  ) SS.  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018,  
by Craig Thurmond, Mayor of the CITY OF BROKEN ARROW, OKLAHOMA, a Municipal  
Corporation, on behalf of the Municipal Corporation.

(SEAL)  
My Commission Expires: \_\_\_\_\_  
My Commission Number: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Approved as to Form:

  
Assistant City Attorney

Attest:

\_\_\_\_\_  
City Clerk

Engineer: RDH Checked: 6/8/18  
Police Down Range Building Electrical Service 173002

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EXHIBIT "A"

