

VERDIGRIS VALLEY ELECTRIC COOPERATIVE, INC.
P.O. Box 219 Collinsville, OK 74021-0219
RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That: _____, hereinafter referred to as Grantor(s), for the sum of One Dollar (\$1.00) and other good and valuable consideration 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 conveyed by this easement, or the property of Grantor(s) adjacent thereto is hereby acknowledged, hereby grants, bargains, sells and conveys unto **VERDIGRIS VALLEY ELECTRIC COOPERATIVE, INC.**, 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, extend, reconstruct and remove an electrical system consisting of poles, anchors, 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) and described as follows:

See Exhibit 'A'

all in Section _____ Township _____ Range _____, _____ county.

This covenant is recognized as being necessary for the protection of the facilities and the public. Grantor(s) agree to be responsible for any damages to the facilities, caused or allowed by them. Grantor(s) agrees to prevent the placement of any structure within said easement.

The Grantor(s), on behalf of ___self/themselves, ___/their heirs, successors and assigns, agree to comply at all times with the Articles of Incorporation, and the Bylaws of Verdigris Valley Electric Cooperative, Inc., and with all rules and regulations, rate and classification schedules, as they now exist, or as they may be amended or adopted by the Board of the Cooperative at some future time.

The Grantor(s) and their heirs, successors and assigns, also agree that all poles, wires and other facilities, including the main service entrance equipment, installed on the above-described lands by the Cooperative shall remain the property of the Cooperative, removable at the option of the Cooperative, upon termination of service or within a reasonable period after termination of service.

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 electrical system or its maintenance and operation; and to enter upon the above described premises for the purposes of constructing, operating, maintaining, extending, reconstructing and removing its electrical system aforesaid, and to cut and trim trees and brush and shrubbery, and control by appropriate chemical means such growth as may interfere with or threaten the operation and maintenance of said electric line or system, and further granting to said Grantee, its successors and assigns, the right, privilege and authority to construct, operate, maintain, extend, reconstruct and remove such electrical system 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 use of the land included within the easement as is not inconsistent with the rights, privileges and authorities granted hereby.

Grantor(s) and their heirs and assigns hereby warrant 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) 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.

Signed and delivered this _____ day of _____, 20_____

Individual Acknowledgment

The foregoing instrument was acknowledged before me this day

STATE OF OKLAHOMA)
COUNTY OF)

of _____, 20__ by _____
Grantor(s)

My Commission Expires: _____
_____ (Notary Public)

_____ (Notary Public)