

TO APPROVE AN ELECTRIC LINE EASEMENT WITH PUBLIC SERVICE COMPANY OF OKLAHOMA ON CHOCTAW TRIBAL FEE LAND IN MCCURTAIN COUNTY, OKLAHOMA

IN THE TRIBAL COUNCIL OF THE CHOCTAW NATION
THOMAS WILLISTON INTRODUCED THE FOLLOWING BILL

A COUNCIL BILL

TO APPROVE an Overhead and Underground Electric Line Easement with Public Service Company of Oklahoma (PSO).

WHEREAS, in accordance with Article VII, Section 1 of the Constitution of the Choctaw Nation of Oklahoma, the Chief shall perform all duties pertaining to the Office of the Chief Executive. He shall sign official papers on behalf of the Nation, and

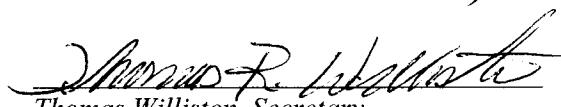
WHEREAS, PSO has proposed a 20 foot wide Overhead and 10 foot wide Underground electric line easement on Choctaw Tribal Fee land for the site of the Broken Bow Food Distribution Center located in Section 17, Township 6 South, Range 25 East, McCurtain County, Oklahoma (please see attached easement for complete legal description); and

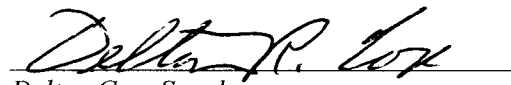
WHEREAS, the easement will be for the benefit of the Choctaw Nation and will be for a perpetual term. Said easement will become effective on the date of approval.

THEREFORE BE IT ENACTED by the Tribal Council of the Choctaw Nation of Oklahoma that this Act be cited as approval of the proposed electric line easement with PSO on Choctaw Tribal fee land located in McCurtain County, Oklahoma.

CERTIFICATION

I, the undersigned, as Speaker of the Tribal Council of the Choctaw Nation of Oklahoma, do hereby certify that the Tribal Council is composed of twelve (12) seats. Eight (8) members must be present to constitute a quorum. I further certify that eleven (11) members answered roll call and that a quorum was present at the Regular Session of the Tribal Council at Tuskahoma, Oklahoma, on December 13, 2014. I further certify that the foregoing Council Bill CB- 30 -15 was adopted at such meeting by the affirmative vote of eleven (11) members, zero (0) negative votes, and zero (0) abstaining.


Thomas Williston, Secretary
Choctaw Nation Tribal Council


Delton Cox, Speaker
Choctaw Nation Tribal Council

Date: 12-18-14


Gary Batton, Chief
Choctaw Nation of Oklahoma

PSO
P.O. Box 201
Tulsa, OK 74102

Agent: M. Payton/R. Carter-- OK141_____
Area No: D-6098W.O. No:
Address:

OVERHEAD AND UNDERGROUND EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That: **Choctaw Nation of 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 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, transformation, regulation and distribution of electrical current and other forms of energy and for the transmission or communication of data, audio and video information, and underground electrical system, consisting of conduits, wires, cables, fixtures, surface-mounted transformers and pedestal 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 17, Township 6 South, Range 25 East, I.B.&M., **McCurtain** County, State of Oklahoma, and is described as follows:

Beginning 1,135.12 feet East of the West line of Section 17, Township 6, Range 25 East of the Indian Base and Meridian, at a point on the South right-of-way line of present U. S. Highway 70; Run thence South 145 feet; Thence East 755.56 feet; Thence North 20° West 494 feet to the said Highway right-of-way line; Thence Southwesterly along said right-of-way line 668 feet to the point of beginning.

AND

All that part of the SW of Section 17, Township 6 South, Range 25 East, described by metes and bounds as follows: Beginning at a point 1135.12 feet East of the West line of Section 17 at a point on the North right-of-way line of Old U.S. Hwy. 70 at existing fence corner; thence Easterly along said right-of-way line 858.75 feet; thence North 210 feet; thence East 186.60 feet; thence N11°03'11"W 462.5 feet; thence N40°W 300 feet; thence N20°W 41 feet; thence West 755.76 feet to existing fence line; thence South along existing fence line 943 feet to the point of beginning, containing 20 acres, more or less. This conveyance includes a roadway easement 60 feet in width described as beginning 1135.12 feet East of the West line of Section 17 at a point on the South right-of-way of present U.S. Hwy. 70; thence South along existing fence line 145 feet to the NW corner of above described 20 acres; thence East 60 feet; thence North 177.64 feet to existing right-of-way; thence Southwesterly along said right-of-way line 68.3 feet to the point of beginning.

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Section 17, T6S, R25E

AND

All that part of the SW/4 SW/4, lying South of the South Right of Way of U.S. Highway #70, in Section 17, Township 6 South, Range 25 East, further described as follows: Beginning N89°39'20"E 480.00 feet of the Southwest corner of said Section 17, lying on the South line; thence N00°00'11"W 180.00 feet; thence N47°01'44"W, 174.29 feet; thence S89°39'20"W 352.00 feet to the West line of said Section 17; thence N00°00'00"E along West line of said Section 17, 175.26 feet to the South Right of Way of U.S. Highway #70; thence N61°39'40" E along said Right of Way, 507.03 feet; thence N28°20'21"W along said right of Way, 30.00 feet; thence N61°39'40"E, along said Right of Way, 600.00 feet; thence N79°07'07"E, along said Right of Way, 104.83 feet; thence N61°39'40"E along said Right of Way, 81.85 feet; thence S00°00'00"W, 1078.97 feet, to the South line of said Section 17; thence S89°39'20"W, along South line, 85.00 feet; thence N00°00'00"W, 150.00 feet; thence S89°39'20"W, 155.00 feet; thence S00°00'00"W 150.00 feet to the South line of said Section 17; thence S89°39'20"W along South line 415.12 feet to the point of beginning;

Overhead Easement:

The overhead easement(s) and right(s)-of-way granted hereby are **ten (10)** feet on each side of the centerline of overhead power line(s), as installed, said right(s)-of-way to be **twenty (20)** feet in width.

Underground Easement:

The underground easement(s) and right(s)-of-way granted hereby are **five (5)** on each side of the centerline of underground cable(s), as installed, said right(s)-of-way to be **ten (10)** feet in width.

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 lines upon, over, under and across said easement.

Grantors 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 agrees to be responsible for any damage to the facilities. Grantor agrees to prevent the placement of any structure within said easement.

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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 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 hereby warrants unto Grantee that Grantor 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 contrary thereto. Grantor hereby acknowledges that this document contains the entire agreement between Grantor 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 agreement between Grantor and Grantee shall be in writing, and signed by both parties.

SIGNED AND DELIVERED this ____ day of _____, 2014.

CHOCTAW NATION OF OKLAHOMA

Gary Batton
Chief of the Choctaw Nation of Oklahoma

(Acknowledgment)

State of Oklahoma)
)SS.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by Gary Batton as Chief of the Choctaw Nation of Oklahoma, on behalf of the Nation.

(SEAL)
My Commission Expires: _____
My Commission Number: _____

Notary Public