

TO APPROVE AN ELECTRIC LINE EASEMENT WITH OG&E FOR THE RUBEN WHITE HEALTH CLINIC EXPANSION, POTEAU, OKLAHOMA

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

A COUNCIL BILL

TO APPROVE an electric line easement with OG&E.

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

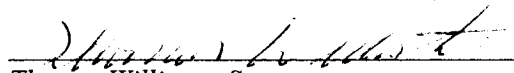
WHEREAS, OG&E has proposed a 25 foot wide overhead easement and 10 foot wide underground electric line easement on Choctaw Tribal Fee land for the Ruben White Health Clinic expansion located in part of the W½ of Section 3, Township 6 North, Range 25 East, LeFlore County, Oklahoma (see attached easement for complete legal description); and

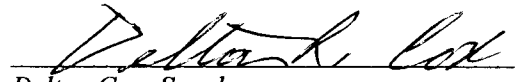
WHEREAS, the proposed Easement will continue so long as it is used or needed for transmission and distribution of electric services.

THEREFORE BE IT ENACTED by the Tribal Council of the Choctaw Nation of Oklahoma that this Act be cited as approval of the proposed easement in favor of OG&E on Choctaw Tribal Fee land in LeFlore 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 twelve ( 12 ) members answered roll call and that a quorum was present at the Regular Session of the Tribal Council at Tuskahoma, Oklahoma, on February 14, 2015. I further certify that the foregoing Council Bill CB- 54 -15 was adopted at such meeting by the affirmative vote of twelve ( 12 ) members, zero ( 0 ) negative votes, and zero ( 0 ) abstaining.

  
Thomas Williston, Secretary  
Choctaw Nation Tribal Council

  
Delton Cox, Speaker  
Choctaw Nation Tribal Council

Date: 2-19-15

  
Gary Baton, Chief  
Choctaw Nation of Oklahoma

THIS INSTRUMENT WAS PREPARED BY:  
LAND MANAGEMENT  
AFTER RECORDING RETURN TO SAME @:  
OG&E ELECTRIC SERVICES  
ATTN: RIGHT OF WAY DEPT. - M/C AF90  
7200 HIGHWAY 45  
FORT SMITH, ARKANSAS 72916

## EASEMENT

Work Order # 7359010

KNOW ALL MEN BY THESE PRESENTS:

THAT **CHOCTAW NATION OF OKLAHOMA**, Grantor, in consideration of Ten or more dollars, in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby grant and convey unto **OKLAHOMA GAS AND ELECTRIC COMPANY**, an Oklahoma corporation, Grantee, its successors and assigns, the right privilege and authority to enter upon and install, erect, operate and maintain and construct or reconstruct underground and/or above ground a system of system of poles, conduits, wires, cables, vaults, junction boxes, switches, fuses, transformers, service connection boxes and other necessary fixtures for the transmission and distribution of electric current and communication messages, upon, under, over and across the property hereinafter described, together with the authority to cut down, control the growth of, or trim and keep trimmed any trees that may in the judgment of the Grantee interfere with or endanger said line or its maintenance and operation, with full power and authority to enter upon the premises for said purposes including the right of ingress and egress to and from said system across adjoining lands

The real property covered by this easement is situated in Le Flore County, State of Oklahoma, and described as follows:

**Overhead:**

A Twenty five foot (25') wide easement being twelve and one-half feet (12 1/2') each side of the centerline lying in the **West Half of Section 3, Township 6 North, Range 25 East**, being more particularly described as follows: Commencing at the Northeast corner of Lot 3, Block 4, Poteau Industrial Park at the intersection of Kerr Avenue and B Street; Thence North 40 deg. 15' 56" East along a projection of the Northwesterly line of said Lot 3, Block 4 a distance of 60.00 feet; thence North 40 deg. 15' 56" East a distance of 311.06 feet; thence North 0 deg. East 5 feet to the **point of beginning**; thence North 38 deg. East 258 feet (from this point extends an anchor 20 feet) to the **point of terminus**. Less and except all that portion of said easement **not deeded** to Choctaw Nation of Oklahoma in document recorded in Book 1886 page 266.

**Underground:**

A TEN foot (10') wide easement being five feet (5') each side of the centerline lying in the **West Half of Section 3, Township 6 North, Range 25 East**, being more particularly described as follows: Commencing at the Northeast corner of Lot 3, Block 4, Poteau Industrial Park at the intersection of Kerr Avenue and B Street; Thence North 40 deg. 15' 56" East along a projection of the Northwesterly line of said Lot 3, Block 4 a distance of 60.00 feet; thence North 40 deg. 15' 56" East a distance of 311.06 feet; thence North 0 deg. East 5 feet; thence North 38 deg. East 258 feet; thence South 54 deg. East 5 feet to the **point of beginning**; thence continue South 54 deg. East 365 feet; thence South 48 deg. West 275 feet to the **point of terminus**.

**The centerline of this easement shall be along the actual route of the line as installed and shall include any additional easement area needed for downguys or anchors.**

Grantor further covenants and agrees that no building or other structure shall ever be erected nor shall any excavation or other removal of soil, so as to change the grade of terrain, be accomplished by Grantor, its heirs or assigns, within the above described easement area unless the written consent of the Grantee is first obtained. Grantor further acknowledges the requirements of 63 Oklahoma Statutes (1991) Section 142.1, et seq. (One-call statute).

Grantor hereby consents to permit Grantee to trim trees and foliage on Grantor's property immediately adjacent to the easement granted herein to insure the health of the trees involved, and Grantee shall have the right to enter upon Grantor's property for this purpose.

The rights and privileges above granted to continue so long as same are used or needed for the transmission and distribution of electric current or communication messages; but should Grantee remove its property from the premises and abandon the right of way herein granted, then the rights granted in this easement shall terminate.

Signed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**CHOCTAW NATION OF OKLAHOMA**

By 

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ }

COUNTY OF \_\_\_\_\_ }

**}} ACKNOWLEDGMENT**

Before me, the undersigned, a Notary Public, in and for Said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, personally appeared \_\_\_\_\_, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its \_\_\_\_\_, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed of **CHOCTAW NATION OF OKLAHOMA**, for the uses and purposes therein set forth.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_

Notary Public