

TO APPROVE AN UNDERGROUND RIGHT OF WAY EASEMENT TO PUBLIC SERVICE COMPANY OF OKLAHOMA ON CHOCTAW TRIBAL FEE LAND IN CHOCTAW COUNTY, OKLAHOMA

IN THE TRIBAL COUNCIL OF THE CHOCTAW NATION

ANTHONY DILLARD INTRODUCED THE FOLLOWING BILL

A COUNCIL BILL

TO APPROVE an underground right of way easement to Public Service Company of Oklahoma (PSO), in Choctaw County, Oklahoma.

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 an underground right of way easement on Choctaw Tribal Fee land, the site of the new Hugo Travel Plaza, located in part of the SE¼ of Section 16; and the NE¼; the SE¼ NW¼; and the NE¼ SW¼ of Section 21, all in Township 6 South, Range 17 East, Choctaw County, OK, (please see attachment for full legal description); and

WHEREAS, the proposed easement will be for the use and benefit of the Choctaw Nation. It is being granted for a perpetual term.

THEREFORE BE IT ENACTED by the Tribal Council of the Choctaw Nation of Oklahoma that this Act be cited as approval of the proposed underground right of way easement in favor of PSO, on Choctaw Tribal Fee land located in Choctaw 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 May 14, 2016. I further certify that the foregoing Council Bill CB- 101 -16 was adopted at such meeting by the affirmative vote of twelve (12) members, zero (0) negative votes, and zero (0) abstaining.

Anthony Dillard, Secretary
Choctaw Nation Tribal Council

Thomas Williston, Speaker
Choctaw Nation Tribal Council

Date: 5/20/16

Gary Patton, Chief
Choctaw Nation of Oklahoma

PSO
P.O. Box 201
Tulsa, OK 74102

Agent: M. Payton/M. Vasconcellos- OK161_____
Area No: D-6098W.O. No:
Address:

UNDERGROUND RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That: **The 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 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). Such tract or parcel is located in Section **21**, Township **6** South, Range **17** East, I.M., **Choctaw** County, State of Oklahoma, and is described as follows:

A piece or parcel of land lying in the SE/4 of Section 16 and the NE/4, the SE/4 of the NW/4 and the NE/4 of the SW/4 of Section 21, Township 6 South, Range 17 East of the Indian and Meridian, Choctaw County, Oklahoma, more particularly described as follows, to-wit: Beginning at the NE corner of the SE/4 of said Section 16, thence S 01° 21' 31" E a distance of 2620.96 feet, to the NE corner of Section 21, thence S 01° 27' 42" E, along the East line of Section 21, a distance of 1056.93 feet, thence N 88° 10' 39" W, along a fence line a distance of 1832.30 feet, thence S 01° 34' 53" W along a fence line a distance of 370.74 feet, to the North line of the SW/4 NE/4, thence N 88° 35' 08" E along the North line of the SW/4 NE/4 a distance of 531.92 feet, thence S 01° 28' 12" E along the East line of the SW/4 NE/4 a distance of 1321.20 feet, thence S 88° 41' 39" W along the South line of SW/4 NE/4 a distance of 1316.87 feet, thence S 01° 28' 42" E along the East line of the NE/4 SW/4 a distance of 976.82 feet, to the North Right-of-Way of U.S. Highway 70, thence N 42° 05' 00" W along said Hwy R/W, a distance of 1548.13 feet, thence N 42° 40' 56" W along said Hwy R/W a distance of 253.15 feet, thence N 45° 24' 12" W along said Hwy R/W a distance of 210.03 feet, to the West line of the SE/4 NW/4, thence N 01° 33' 12" W along the West line of the SE/4 NW/4 a distance of 783.18 feet, thence N 88° 43' 42" E along the North line of the SE/4 NW/4 a distance of 1321.08 feet, thence N 01° 28' 42" W along the West line of the NW/4 NE/4 a distance of 1318.70 feet, to the S/4 corner of Section 16, thence N 01° 31' 59" W along the N/S Quarter Section line a distance of 2639.07 feet, thence 88° 52' 11" E along the E/W Quarter Section line a distance of 2642.54 feet, to the point of beginning.

PSO
P.O. Box 201
Tulsa, OK 74102

Section 21, T6S, R17E

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 NE corner of the SE/4 of said Section 16, thence S 01° 21' 31" E a distance of 2620.96 feet, to the NE corner of Section 21, thence S 01° 27' 42" E, along the East line of Section 21, a distance of 1056.93 feet, thence N 88° 10' 39" W, along a fence line a distance of 1832.30 feet, thence S 01° 34' 53" W along a fence line a distance of 370.74 feet, to the North line of the SW/4 NE/4, thence N 88° 35' 08" E along the North line of the SW/4 NE/4 a distance of 531.92 feet,
thence S 01° 28' 12" E along the East line of the SW/4 NE/4 a distance of 1321.20 feet,
thence S 88° 41' 39" W along the South line of SW/4 NE/4 a distance of 1316.87 feet,
thence S 01° 28' 42" E along the East line of the NE/4 SW/4 a distance of 976.82 feet,
to the North Right-of-Way of U.S. Highway 70,
thence N 42° 05' 00" W along said Hwy R/W, a distance of 1548.13 feet,
thence N 42° 40' 56" W along said Hwy R/W a distance of 253.15 feet,
thence N 45° 24' 12" W along said Hwy R/W a distance of 210.03 feet, to the West line of the SE/4 NW/4,
thence N 01° 33' 12" W along the West line of the SE/4 NW/4 a distance of 339 feet to the Point of Beginning;
thence in an East-Southeasterly direction a distance of approximately 345 feet;
thence in a Southerly direction a distance of approximately 90 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. 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.

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.

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Section 21, T6S, R17E

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.

THE 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 _____, 2016, 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

