

TO APPROVE A SUPPLEMENTAL EASEMENT AND RIGHT OF WAY WITH PUBLIC SERVICE COMPANY OF OKLAHOMA ON CHOCTAW TRIBAL FEE LAND (HUGHES RANCH) IN CHOCTAW COUNTY, OKLAHOMA

IN THE TRIBAL COUNCIL OF THE CHOCTAW NATION

ANTHONY DILLARD INTRODUCED THE FOLLOWING BILL

A COUNCIL BILL

TO APPROVE a Supplemental Easement and Right of Way with 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 on record an easement recorded 12/30/1974 and another on 11/15/1974, which were in place prior to the Choctaw Nation purchasing this property on 9/12/1994. PSO is proposing to supplement the easement by the addition of the attached description on Exhibit A (Easement Area) and also additional language as stated in the attached proposed Supplemental Easement, located in Section 31, Township 6 South, Range 19 East, Choctaw County, Oklahoma, containing 9.751 acres, more or less; and

WHEREAS, PSO has offered consideration in the amount of \$1,000.00. The proposed Supplemental Easement and Right of Way will be in effect for a perpetual term as was the original easements.

THEREFORE BE IT ENACTED by the Tribal Council of the Choctaw Nation of Oklahoma that this Bill be cited as approval of the proposed Supplemental Easement and Right of Way in favor of PSO on Choctaw Tribal Fee land (Hughes Ranch) 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 August 13, 2016. I further certify that the foregoing Council Bill CB- 146 -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: 8-17-16

Gary Patton, Chief
Choctaw Nation of Oklahoma

**Line Name:** Hugo Tap

**Line No.:** TLN114:0516B **Easement No.:** 53

### **SUPPLEMENTAL EASEMENT AND RIGHT-OF-WAY**

**Choctaw Nation of Oklahoma (Hughes Ranch)** ("Grantor") owns an interest in a tract of real property that is more particularly described in that one certain document Warranty Deed Book v205 Page 754 recorded 9/12/1994 of the real property records of Choctaw County, Oklahoma and such tract is subject to easements and rights-of-way in favor of Public Service Company of Oklahoma, including but not limited to the following:

Easement and Right of Way recorded in Right of Way Easement Book v86 Page 24 recorded 12/30/1974; Right of Way Easement Book v84 Page 363 recorded 11/15/1974; Right of Way Easement Book v84 Page 364 recorded 11/15/1974 of the real property records of Choctaw County, Oklahoma (the "Easement").

Public Service Company of Oklahoma, a(n) Oklahoma corporation, whose principal legal address is 1 Riverside Plaza, Columbus, OH 43215 ("AEP"), is the current owner and holder of the rights, title and interest, or a portion thereof, granted in or arising under the Easement.

For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby supplements the Easement by the addition of the following description to locate, fix, and define the easement area.

The location, width, and boundaries of the easement area are hereby revised, modified, and clarified to be as described and depicted on Exhibit A which is attached hereto and made a part hereof ("Easement Area").

The Easement is also supplemented by the addition of the following language:

AEP, its successors and assigns, are granted the right to alter, construct, erect, improve, inspect, maintain, operate, patrol, protect, reconstruct, modify, add to, remove, repair, replace, upgrade and/or enlarge electric transmission and distribution facilities on, over, along, across, under and within the Easement Area.

The electric transmission and distribution facilities may consist of a variable number of towers or poles made of wood, metal, concrete, or other materials, crossarms, wires, guys, anchors, grounding systems, communication lines and associated fixtures. Such facilities may be used to transmit electricity of any voltage or amperage; together with the right to add to said facilities from time to time, and the right to do anything necessary, useful, or convenient for the enjoyment of the Easement.

AEP, its successors and assigns, are granted the right of unobstructed ingress and egress, at any and all times, on, over, under, across and upon the Easement Area, and across the adjoining lands of Grantor as necessary to access the Easement Area or structure locations for the above-referenced purposes.

AEP, its successors and assigns, shall have the right to cut down, trim, remove, and otherwise control, using herbicides or tree growth regulators, any trees, overhanging branches, vegetation, or brush within the Easement Area or situated on lands of Grantor that adjoin the Easement Area, when in the opinion of AEP the vegetation may endanger the safety, or interfere with the construction, operation or maintenance, of AEP's facilities or ingress or egress to, from or along the Easement Area.

In no event shall Grantor, its successors, assigns, agents, licensees, or legal representatives, plant or cultivate any trees; nor place, construct, install, erect or permit any temporary or permanent building, structure, improvement or obstruction, including but not limited to, storage tanks, billboards, signs, sheds, dumpsters, light poles, water impoundments, swimming pools or wells, or permit any alteration of the ground elevation, over or within the Easement Area. AEP may, at Grantor's cost, remove any structure or obstruction if placed within the Easement Area, and may level any alterations of the ground elevation within the Easement Area.

Except as modified by this Supplemental Easement and Right of Way, all terms and provisions of the Easement and all rights arising in connection with the Easement shall remain in full force and effect. Those provisions and rights are expressly ratified, reaffirmed by and incorporated within this Supplemental Easement and Right of Way. The Easement, along with this Supplemental Easement and Right of Way, shall for all purposes function as a single instrument. To the extent any terms or provisions of this Supplemental Easement and Right of Way conflict, or are inconsistent, with any term or provision of the Easement, the terms and provisions of this Supplemental Easement and Right of Way shall control. Nothing herein shall in any manner vary, change, modify, or restrict the rights and privileges that AEP may have acquired through any instrument other than the Easement or by any other means.

This Supplemental Easement and Right-of-Way shall be binding upon and inure to the benefit of Grantor and AEP and their respective heirs, successors, assigns, agents, licensees, and legal representatives.

This instrument may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. The signature pages from each counterpart may be removed and attached to one document for purposes of recording this Supplemental Easement and Right of Way in the real property records of Choctaw County, Oklahoma.

**Any remaining space on this page intentionally left blank. See next page for signatures.**

GRANTOR  
Choctaw Nation of Oklahoma (Hughes Ranch)

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
\_\_\_\_\_  
Managing Member

State of Oklahoma §  
§ SS:  
Bryan County §

Before me, \_\_\_\_\_ in and for this state, on \_\_\_\_\_, 2016 personally appeared \_\_\_\_\_, to me known to be the identical person(s) who subscribed the name of the maker thereof to the foregoing instrument as its \_\_\_\_\_, Managing Member and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed, and as the free and voluntary act and deed of the board, for the uses and purposes therein set forth.

In Witness Whereof, I have subscribed my name and affixed my official seal.

\_\_\_\_\_  
Notary Public  
Commission expires: \_\_\_\_\_

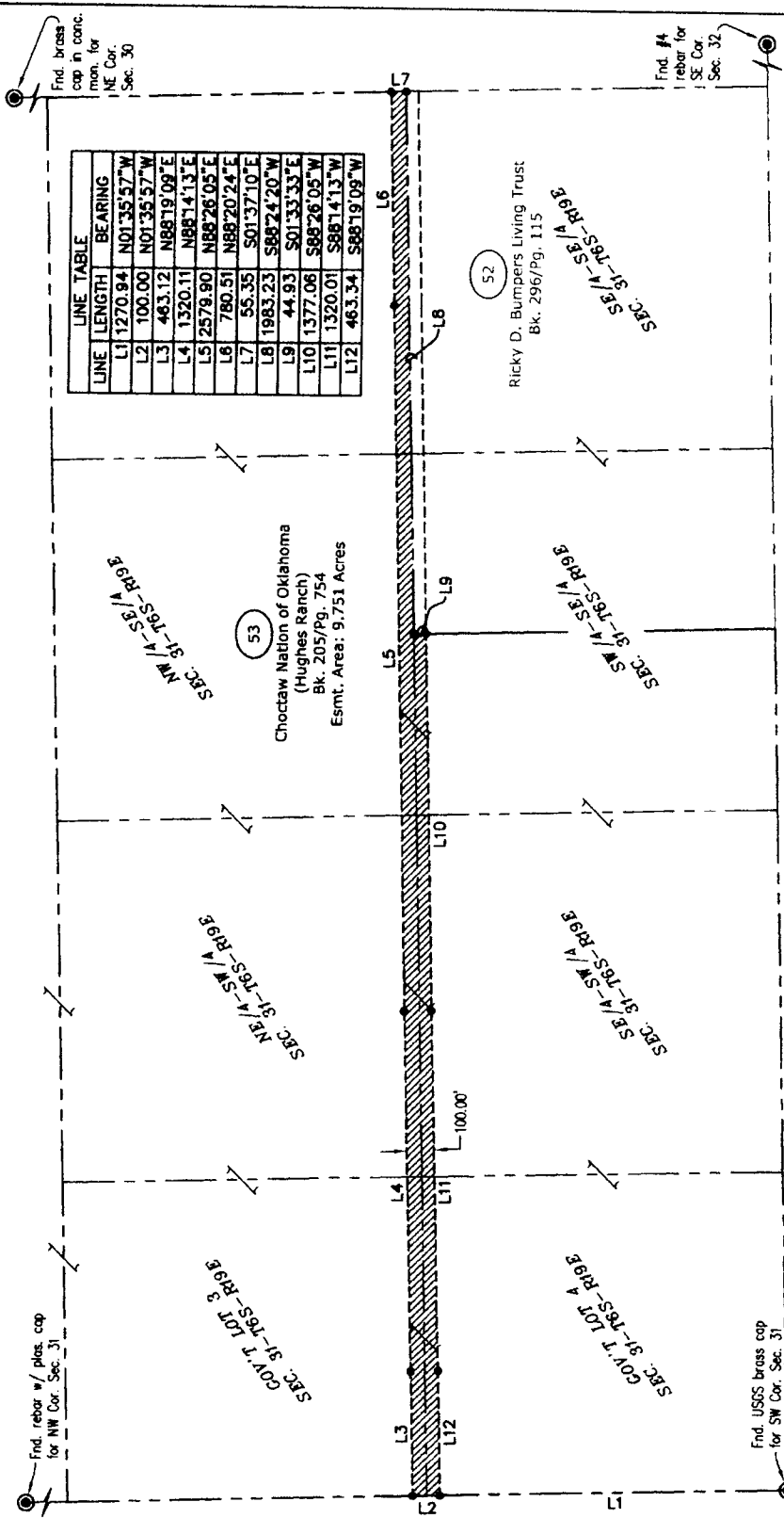
This instrument prepared by Thomas G. St. Pierre, Assistant General Counsel - Real Estate, American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, OH 43215 - for and on behalf of **Public Service Company of Oklahoma.**

When recorded return to: American Electric Power - Transmission Right of Way, 212 E. 6th Street, Tulsa, OK 74119

Exhibit "A"

PLAT SHOWING

EASEMENT FOR AN ELECTRIC TRANSMISSION LINE CROSSING THE PROPERTY OF THE CHOCTAW NATION OF OKLAHOMA, LOCATED IN GOVERNMENT LOTS 3 AND 4, THE E/2 OF THE SW/4, THE N/2 OF THE SE/4, AND THE W/2 OF THE SW/4 OF THE SW/4 OF SECTION 31, TOWNSHIP 6 SOUTH, RANGE 19 EAST OF THE INDIAN MERIDIAN, CHOCTAW COUNTY, OKLAHOMA



LINE	LENGTH	BEARING
L1	1270.94	N01°35'57"W
L2	100.00	N01°35'57"W
L3	463.12	N88°19'09"E
L4	1320.11	N88°14'13"E
L5	2579.90	N88°28'05"E
L6	780.51	N88°20'24"E
L7	55.35	S01°37'10"E
L8	1983.23	S88°24'20"W
L9	44.93	S01°33'33"E
L10	1377.06	S88°26'05"W
L11	1320.01	S88°14'13"W
L12	463.34	S88°19'09"W



LEGEND

- 1 PROPOSED PSO EASEMENT LIMITS
- PROPP. COR.

PUBLIC SERVICE COMPANY OF OKLAHOMA  
TULSA, OKLAHOMA

SURVEY AND MAPPING BY  
JOHN M. WEBB AND ASSOCIATES, INC.  
P. O. BOX 1626, AUSTIN, TEXAS, 78767

SCALE: 1"=600' SHEET: 1 OF 2  
DATE: 5/27/2016  
TRACT NO.: 53  
W. O. NO.: 42466124  
LINE NAME: HUGO TAP  
LINE NO: TLN114:0518B

Exhibit "A"

PLAT SHOWING

EASEMENT FOR AN ELECTRIC TRANSMISSION LINE CROSSING THE PROPERTY OF THE CHOCTAW NATION OF OKLAHOMA, LOCATED IN GOVERNMENT LOTS 3 AND 4, THE E/2 OF THE SW/4, THE N/2 OF THE SE/4, AND THE W/2 OF THE SW/4 OF THE SE/4 OF SECTION 31, TOWNSHIP 6 SOUTH, RANGE 19 EAST OF THE INDIAN MERIDIAN, CHOCTAW COUNTY, OKLAHOMA

Easement Description: A right of way, variable in width, located in Government Lots 3 and 4, the E/2 of the SW/4, the N/2 of the SE/4, and the W/2 of the SW/4 of the SE/4 of Section 31, Township 6 South, Range 19 East of the Indian Meridian, Choctaw County, Oklahoma, being more particularly described as follows: commencing at a USGS brass cap found for the SW corner of Section 31, thence with the West line of Section 31, N01°35'57"W, a distance of 1,270.94 feet to the point of beginning of the easement herein described; thence continue N01°35'57"W along said line, a distance of 100.00 feet; thence N88°19'09"E, a distance of 463.12 feet; thence N88°14'13"E, a distance of 1,320.11 feet; thence N88°26'05"E, a distance of 2,579.90 feet; thence N88°20'24"E, a distance of 780.51 feet to a point on the East line of Section 31; thence with said East line, S01°37'10"E, a distance of 55.35 feet to a point for the SE corner of the N/2 of the SE/4 of Section 31; thence with the South line of said N/2 of the SE/4, S88°24'20"W, a distance of 1,983.23 feet to a point for the NE corner of the W/2 of the SW/4 of the SE/4 of Section 31; thence with the East line of same, S01°33'33"E, a distance of 44.93 feet; thence S88°26'05"W, a distance of 1,377.06 feet; thence S88°14'13"W, a distance of 1,320.01 feet; thence S88°19'09"W, a distance of 463.34 feet to the point of beginning, containing 424,756 square feet or 9.751 acres of land. BEARINGS SHOWN HEREON ARE GRID, BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NAD 83 (2011), SOUTH ZONE.



LEGEND

- ① TRACT NO.
- ▨ PROPOSED PSO EASEMENT LIMITS
- PROP. COR.

PUBLIC SERVICE COMPANY OF OKLAHOMA <b>TULSA, OKLAHOMA</b>		SCALE: 1"=600'	SHEET: 2 OF 2
SURVEY AND MAPPING BY <b>JOHN M. WEBB AND ASSOCIATES, INC.</b> P. O. BOX 1928, AUSTIN, TEXAS, 78767		DATE:	5/27/2016
		TRACT NO.:	53
W. O. NO.:		42466124	
LINE NAME:		HUGO TAP	
LINE NO.:		TLN114-0516B	

Line Name: Hugo Tap  
 Line No.: TLN114:0516B Easement No.: 53  
 Parcel(s): 042

**EASEMENT PAYMENT SCHEDULE**

**THE UNDERSIGNED:**

**GRANTOR:** Choctaw Nation of Oklahoma (Hughes Ranch)

**ADDRESS:** PO Box 1210, Durant, OK 74702

**HEREBY OFFER** to accept amount as determined in accordance with the schedule below in full payment of the Easement and Right of Way for an electric transmission, distribution and communication lines, being, in, on, over, under, through and across the land of the Undersigned under an easement dated \_\_\_\_\_, 2016 from the Undersigned to the Company, to wit:

**PAYMENT SCHEDULE**

Easement Acquisition Cost Description:	Easement Paid	Damages Paid
Easement Consideration Paid - 9.751 acres +/- @ \$1,000.00	\$ 1,000.00\$	
Section 31, Township 6S, Range 19E, I.B.&M. Choctaw County, State of Oklahoma	\$	\$
	\$	\$
Sub-Totals	\$	\$
Total Consideration includes Initial Consideration Paid	\$ 1,000.00\$	

The amounts so determined are full payment for the Easement and Right of Way. Any construction damages will be paid separately unless noted above.

Accepted on \_\_\_\_\_, 2016      Signed on \_\_\_\_\_, 2016

Coates Field Service, Inc. Contract Agent for

**Public Service Company of Oklahoma**

By: \_\_\_\_\_  
 \_\_\_\_\_  
 Field Agent:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**GRANTOR: Choctaw Nation of Oklahoma (Hughes Ranch)**

By: \_\_\_\_\_  
 \_\_\_\_\_  
 Sign Managing Member Name  
 By: \_\_\_\_\_  
 \_\_\_\_\_  
 Print Managing Member Name and Title  
 \_\_\_\_\_  
 Attach Required W-9

**For Office Use Only:**

GL	PCBU	Project BPID	Work Order	Account	Dept	CC	Act	ZIP CODE
114	TRANS					942		