

**TO APPROVE A TEMPORARY CONSTRUCTION RIGHT OF WAY AND EASEMENT 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 Temporary Construction Right of Way and Easement 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

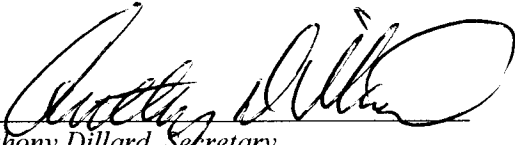
**WHEREAS,** PSO has proposed a Temporary Construction Right of Way and Easement for temporary access road and temporary 200' x 200' workspace on Choctaw Tribal Fee land (Hughes Ranch) located in the W½ of Section 31, Township 6 South, Range 19 East, Choctaw County, Oklahoma, please see attached map; and

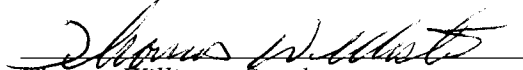
**WHEREAS,** PSO has offered consideration in the amount of \$500.00 for the proposed temporary easement. It will become effective on the date of approval and remain in effect until the earlier of the completion of the project or March 31, 2017.

**THEREFORE BE IT ENACTED** by the Tribal Council of the Choctaw Nation of Oklahoma that this Bill be cited as approval of the proposed Temporary Construction Right of Way and Easement 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- 147 -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 Batten, Chief  
Choctaw Nation of Oklahoma

**Line Name:** Hugo Tap

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

### TEMPORARY CONSTRUCTION RIGHT OF WAY AND EASEMENT

FOR AND IN CONSIDERATION of the sum of TEN and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Choctaw Nation of Oklahoma (Hughes Ranch)**, whose address is PO Box 1210, Durant, OK 74702, ("Grantor") has granted, sold and conveyed and by these presents does hereby grant, sell and convey unto **Public Service Company of Oklahoma**, a(n) Oklahoma corporation, a unit of American Electric Power, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215 ("Grantee") and its successors and assigns, a temporary construction right of way and easement ("Temporary Easement") on, over, under, through and across the following described lands of Grantor, situated in the West Half of Section 31, Township 6 South, Range 19 East of the Indian Base Meridian, Choctaw County, Oklahoma.

The right of way and easement shall be more fully described and depicted on Exhibit A, a copy of which is attached hereto and made a part hereof (the "Easement Area").

Grantor conveys the right to construct, erect, inspect, maintain, operate, patrol, protect, remove, or repair, electric transmission, distribution, or communication lines on, over, along, and across the Easement Area.

Grantee, its successors, assigns, lessees, service providers, and licensees are granted the right of ingress and egress for the term of this Temporary Easement on, over, and across the Easement Area, and across the adjoining lands of Grantor as may be necessary to access the Easement Area for the above-referenced purposes.

Grantee 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 Grantee the same may endanger the safety of, or interfere with the construction, operation or maintenance of Grantee's facilities or Grantee's ingress or egress to, from or along the Easement Area.

Grantor retains the right to construct fences (with adequate gates) and roads and make other use of the surface of the Easement Area for Grantor's own purposes so long as such use does not interfere with the

easement, rights, and privileges herein granted. However, Grantor and Grantor's heirs, successors, assigns, agents, licensees, and legal representatives shall not place, construct or permit to be placed or constructed any aboveground structure, house or other habitable structure, reservoir, storage tank or other obstruction or permit any excavation, on, over or within the Easement Area, and shall not change the grade within the Easement Area, without Grantee's prior express written consent.

Grantee agrees that during the term of this Temporary Easement, it will maintain the Easement Area in a neat and orderly fashion and will not permit the accumulation of garbage, trash, or rubbish on the Easement Area.

Grantee agrees to repair or pay Grantor for actual damages to Grantor's lands and personal property caused by Grantee that might be sustained during construction and maintenance of Grantee's facilities except for damages related to Grantee's reasonable exercise of its rights granted herein including the necessary removal of structures or other obstructions or the cutting, treating, trimming, removal or control of vegetation as set out herein.

This Temporary Easement will commence on the Effective Date and remain in effect until the earlier of (i) the completion of the project; or (ii) March 31, 2017.

This instrument contains the complete agreement between Grantor and Grantee and no additional or different representation, promise or agreement, oral or otherwise, shall be binding on either Grantor or Grantee with respect to the subject matter of this instrument unless stated in writing explicitly referring to this instrument and signed by both the Grantor and Grantee.

TO HAVE AND TO HOLD the above described easement, rights and privileges unto Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, assigns, and legal representatives to warrant and forever defend all and singular the above described easement, rights and privileges unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

**Any remaining space on this page left intentionally 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

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

**TEMPORARY CONSTRUCTION RIGHT OF WAY AND EASEMENT PAYMENT SCHEDULE**

**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 - Approximately 5 acres +/- @ \$500.00	\$ 500.00	\$
All in the W/2 Sec. 31-T6S-R19E I.B.M., Choctaw Co., OK	\$	\$
	\$	\$
<b>Total Consideration includes Initial Consideration Paid</b>	<b>\$ 500.00</b>	<b>\$</b>

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**

**GRANTOR**

By: \_\_\_\_\_  
 Field Agent: Linda House  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

By: \_\_\_\_\_  
 Authorized Signer  
 \_\_\_\_\_  
 By: \_\_\_\_\_  
 Print 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		

**042 (53) Choctaw Nation (Hughes Ranch)**

Temporary Access Road and  
Temporary Workspace (200' x 200')

Temporary Access Road

16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

200' x 200' Temporary Workspace

Google earth



Earth Point

2000 ft