

TRANSMISSION LINE EASEMENT

The Grantor(s), herein so styled, Jack A. Smith and Sonya Lea Smith, husband and wife, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby grant, bargain, sell and convey to WESTERN FARMERS ELECTRIC COOPERATIVE, a cooperative corporation organized under the laws of the State of Oklahoma (hereinafter called the "Cooperative"), and to its successors and assigns, a perpetual easement and right to enter upon the lands of the Grantor(s), situated in the County of Caddo, State of Oklahoma, further described as:

A 100 feet wide easement being 50 feet either side of the centerline located in a tract of land more particularly described as the N/2 of the SW/4 of Section 36, Township 8 North, Range 11 West of the Indian Meridian, Caddo County, Oklahoma, AND

a tract in the S/2 of the SW/4 Section 36, Township 8 North, Range 11 West of the Indian Meridian, Caddo County, State of Oklahoma, described as: Beginning in the center of the blacktop road at the SW/corner of the S/2 SW/4 of Section 36; thence 90°East in the center of the blacktop road 640 feet; thence from this point turning 24°48' Northeast 819 feet; thence from this point turning 90°East, 170 feet; thence from this point turn 0° North, 600 feet; thence from this point turning 270° West, 1160 feet; thence from this point in center of road turn 190° South, 1320 feet to the point of beginning.

(To include additional footage as required at the turn structure for guy wires and anchors)

to erect, operate, maintain, repair, rebuild, replace and patrol on said lands and in and upon all streets, roads, or highways abutting said lands, electric transmission line(s) and appurtenant signal lines, poles, towers, wires, cables and appliances necessary in connection therewith, together with the right of ingress, egress and regress to, over and from said lands, for doing anything necessary or useful to the enjoyment of the easement herein granted. Said easement to be located within fifty (50) feet of the centerline of the electric transmission line(s). Specifically included in this electric transmission line easement for the useful enjoyment thereof is the Cooperative's perpetual right to trim, clear and remove brush, timber, structures, improvements and anything deemed by the Cooperative to be a hazard, or potential hazard, located within fifty (50) feet of the centerline of said electric transmission line(s), said decision to be exclusively that of the Cooperative.

The Grantor(s) hereby agree that they will not construct, nor permit to be constructed, any ponds, lakes, buildings, structures or other improvements upon, over or across said easement without the written consent of the Cooperative, or permit any construction activity or installation that will violate any national, state, city or other code applicable to the electric transmission line(s) or related facilities situated on said easement. Any improvements or structures placed or erected on the easement without the express written consent of the Cooperative shall be considered an encroachment thereon, strictly prohibited, and subject to removal by or at the direction of the Cooperative.

The Grantor(s)' compensation as referenced herein includes payment for the easement, original construction damages, and payment for trees or all timber, including danger timber, as designated by the Cooperative, on or adjacent to said easement. In addition, the Cooperative agrees to pay actual damages to crops, grass and fences occasioned by the operation, maintenance, repair, rebuild, replacement and patrol of said electric transmission line(s).

The Grantor(s) further agree that all poles, wires and facilities installed on the above-described lands at the Cooperative's expense shall remain the property of the Cooperative and are removable at the option of the Cooperative.

The Grantor(s) covenant to and with the Cooperative that subject to existing easements and encumbrances of record covering the land hereinabove described, the Grantor(s) are lawfully seized and possessed of said land and have the lawful right and power to grant, bargain, sell and convey said perpetual easement as described herein and right to enter upon the lands described herein for the purposes stated.