

Doc # R2020-1698 BT: RB B: 6012 P: 515 EA
01/16/2020 01:29:08 PM Pages: 2

Cleveland County Clerk, OK - Tammy Belinson
Fee: \$ 20.00



UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

For value received, Melody A. & David Lee Hammond ("Owner") does hereby grant a perpetual easement and right-of-way, together with the right of ingress and egress, unto OKLAHOMA ELECTRIC COOPERATIVE ("OEC") whose address is 242 24th Ave. NW, Norman OK 73069, in, on, under, over and to the following-described land situate in the County of Cleveland, State of Oklahoma, to-wit: (legal description A tract of land in the Southwest Quarter of Section 3, Township 8 North, Range 1 East of the Indian Meridian, Norman, Cleveland County, Oklahoma, more particularly described in "Exhibit A"

(hereinafter called the "SUBJECT PROPERTY"), and all streets, roads and highways abutting the Subject property, to HAVE AND HOLD this easement and right-of-way as a covenant running with the land.

The uses and purposes for which the easement granted herein may be used and maintained are right-of-way and the installation, operation, maintenance, replacement and removal of underground and overhead electric and telecommunication distribution and transmission lines of various sizes and equipment by OEC and any other electric/telecommunication utilities designated by OEC, together with the right to trim, spray, remove and/or cut trees and vegetation within or abutting the Subject Property which will or may interfere with said lines and equipment, together with right of ingress and egress to and from the Subject Property from abutting property of Owner and/or public roads. Owner reserves the right to build, operate, repair and maintain a driveway or road across the Subject Property, not to exceed a width of 25 feet, and Owner agrees that no buildings or other structures, except fences, will be constructed by Owner in, on, under or over Subject Property.

In the event of litigation or other dispute regarding this easement, either proof of receipt of consideration by Owner from OEC or proof of recording this easement in the office of the County Clerk shall be prima facie evidence of the delivery hereof to OEC and of the agreement of both OEC and Grantee to be bound hereby.

Owner intends to actively maintain and operate the Subject Property, limited only by the terms and conditions of this Easement and rights acquired by OEC hereunder. Owner grants to OEC the right to ask the holder(s) of any prior Mortgage(s) or other lien(s) on the Subject Property to subordinate any such Mortgage(s) or lien(s) to this easement, so that this easement would survive the foreclosure of any Mortgage(s) or lien(s). Owner(s) warrant having title to, and right to possession of, the Subject Property

This agreement shall extend to, and be binding upon, the respective heirs, successors and assigns of OEC and of the undersigned Owner. IN WITNESS WHEREOF, this easement is signed and delivered by Owner(s) as of

Dec 16, 2019
OWNER(S) David Lee Hammond David Lee Hammond
(Signature) (Printed name)
Melody A. Hammond Melody A. Hammond
(Signature) (Printed name)

Mailing Address 16881 E. Imhoff Rd, Norman Phone (918) 440-4182

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF Cleveland) ss.
Before me David Lee Hammond, in and for this state, on this 16 day of December, 2019, personally appeared David Lee Hammond to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that he executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

Donna Mullins
Notary Public



Feb 16, 2022
My Commission Expires:

(After filing, please return to OEC, PO Box 1208, Norman, OK 73070)