

**SAMPLE**

**Do NOT write in this Section. This is for the Recorder's Office**

**SAMPLE ONLY DO NOT WRITE ON THIS EASEMENT.  
IF YOU DO NOT HAVE A BLANK EASEMENT FORM,  
OR IF YOU HAVE ANY QUESTIONS,  
PLEASE CONTACT JAMIE AT 417-725-5160**

Do not mark in this space. Reserved for Recorder's Office

**RIGHT-OF-WAY EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that (Grantor) Legal Land Owners Name's for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Ozark Electric Cooperative, (Grantee) and to its successors and assigns, the perpetual right and easement to enter upon the lands of the undersigned, situated in the County of county that the Property is located, State of Missouri, and more particularly described as follows:

This area is for the legal land description. Please either write, type, or attach a copy of your legal land description. **DO NOT go into the 3/4" margin and it MUST be legible or your easement will be returned to you and you will be required to issue a new one.**

Section\_\_ Township\_\_ Range\_\_

And to place, replace, construct, reconstruct, erect, relocate, modify, change operating voltage, patrol, repair, operate and maintain thereon, and in or upon all streets, roads or highways abutting said lands, either above ground or underground or a combination of both, communication lines, electric transmission or electric distribution lines of one or more circuits, poles, towers, wire, guys brace poles, guy wires, anchors, cables, fiber optics, line, lines or systems and other appurtenances for the transmission and distribution of electrical energy and communication data or information of any type whatsoever, to and across the above described lands of the undersigned.

The location of the easement granted herein on the above described lands of the undersigned shall be determined and fixed upon completion of the communication, electric distribution or transmission lines when and as initially constructed. The easement granted herein shall be 30 feet in width, being 15 feet on each side of its centerline.

Upon completion of construction of the initial structures within said easement, the burden, scope of use, and footprint shall be fixed, except as otherwise provided for herein. Nothing set forth herein shall be deemed to limit Grantee's right and ability to upgrade, expand or extend any electric line, cable, fiber optics or other lines, or communication systems, data or information systems of any type in the future on, across and within the easement so as to enable Grantee herein to furnish service to others, and within the easement the right to increase or decrease the voltage, size, or capacity of the line, number of lines, number of poles or structures, all as Grantee may deem necessary or advisable.

Grantee shall have full right of ingress and egress to, from and over the above described lands, for doing anything necessary or useful for the enjoyment of the easement herein granted; and to spray, cut, trim or remove trees and shrubbery to the extent necessary to keep them clear of the aforementioned electric distribution or transmission lines or system; to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires or any other component of the system; and to remove all structures that might endanger the line or system; and to license, permit or otherwise agree to the joint use or occupancy of the line or system by any successor or subsidiary of Grantee, or any other rural electric cooperative or their successors and subsidiaries. The undersigned agrees to keep the easement clear of all future buildings, structures, trees, grain bins, towers, antennas, signs, wells, portable buildings, swimming pools or obstructions that may interfere with the operation or maintenance and mandatory horizontal and vertical clearance requirements of the distribution or transmission lines or system, except where permitted by Grantee. The undersigned furthermore agrees to advise and consult with Grantee in advance of any change in the grade and/or elevation of the land within the easement as granted herein, so as to allow Grantee to maintain mandatory clearance requirements.

The undersigned covenants that they are the fee owners of the above described lands.

IN WITNESS WHEREOF, the undersigned have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Print name \_\_\_\_\_

Print name \_\_\_\_\_

STATE OF MISSOURI )

COUNTY OF \_\_\_\_\_ )  
ss

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_\_, before me, the undersigned notary public, personally appeared Write Grantor name(s) here, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

(seal)

Please put notary stamp in this Area of the easement

\_\_\_\_\_

Notary Public

\_\_\_\_\_

Print Name

\_\_\_\_\_

My Commission Expires