

RIGHT OF WAY EASEMENT

Easement # **00153**

KNOW ALL MEN BY THESE PRESENCE, that (grantor) Camdenton Schools
for a good and valuable consideration, the receipt of which is hereby acknowledged, do(es) hereby grant unto LACLEDE ELECTRIC COOPERATIVE, INC., (grantee) a cooperative corporation whose post office address is Lebanon, Missouri, and to its successors or assigns, the perpetual right and easement to enter upon a strip of land Thirty (30) feet in width extended across a tract of land located in Section 30 Township 38N Range 16W, situated in the County of Camden, State of Missouri, and more particularly described as follows:

Relocate pole and anchors approximately 60' SE due to erosion.

To place, replace, construct, reconstruct, erect, operate, repair, maintain, modify, patrol, and relocate thereon, and in or upon all streets, roads or highways abutting said lands, either above ground, underground or a combination of both, an electric transmission or distribution line or system, consisting of poles, wires, transformers, meters, fiber optic cables, guy wires, anchors, or other cables or lines, and all other appurtenances or equipment necessary 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; and the right to have 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 cut, trim, remove, and control by chemical means, machinery or otherwise trees and shrubbery to the extent necessary to keep them clear of aforementioned electric transmission or distribution lines or system, and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires or other components of the system, whether growing on or off said easement; and to remove all structures that might endanger or be endangered by 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 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 transmission or distribution 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. Furthermore, for any guy wires, anchors, and other appurtenances that extend outside the 30 foot wide easement, said easement shall continue and extend out 20 foot wide, 10 foot on each side of the centerline of any guy wires, anchors, and other appurtenances, and thereafter continue at a radius of 10 feet around all anchors or other appurtenances.

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 optic, 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 or circuits, and the number of poles, guys, anchors, or structures, all as Grantee may deem necessary or advisable.

The undersigned agree that all poles, wires and other facilities installed in, upon or under the above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative. The undersigned further agrees to keep the easement clear of all future buildings, structures, grain bins, water impoundments, or other obstructions that may interfere with the operation or maintenance of the transmission or distribution lines or system, except where permitted by Grantee. The undersigned furthermore agrees to advise and consult with Grantee in advance of any change in 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 covenant that they are the fee owners of the above described lands.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this _____ day of _____, _____ X

(Signature of Property Owner)

(Signature of Property Owner) X

(Printed or Typed Name of Property Owner)

(Printed or Typed Name of Property Owner) X

Map Number 0500 30 0102
(Service Location)

Map Number 0500 30 0102
(Property Owner)

Work Order Number 533202

Job Name Pole Replacement

STATE OF MISSOURI)
) ss
COUNTY OF _____)

On this _____ day of _____, _____, before me personally appeared _____ to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written. X

NOTARY PUBLIC

PRINT NAME

My commission expires _____