

OZARK BORDER ELECTRIC COOPERATIVE

ELECTRIC LINE RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, (whether one or more)

(TYPE OR PRINT ONLY PLEASE)

(unmarried) [] (husband and wife) [] for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto OZARK BORDER ELECTRIC COOPERATIVE, a cooperative corporation (hereinafter called the "Cooperative") whose address is P.O. BOX 400, POPLAR BLUFF, MISSOURI 63902-0400, and to its successors or assigns, the right of entry upon the lands of the undersigned, situated in the county of Butler, State of Missouri, and more particularly described as follows: land approximately _____ acres in area, located 0.5 miles in a Southwest direction from the Town of Poplar Bluff, and further described as being in:

TOWNSHIP [24N] [06E] ,RANGE [18] , SECTION.

LINE AND POLE NUMBER [A6B-003-5 & A6B-003-55] WORK ORDER# [763]

EASEMENT IS FOR Electric Power Line

and to construct, operate and maintain an electric transmission and/or distribution line or system on or under the above-described lands and/or in, upon or under all street, roads or highways abutting said lands; to inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as Cooperative may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, handholds, manholes, connection boxes, transformers and transformer enclosures; to cut, trim and control the growth by: chemical means, machinery or otherwise of trees and shrubbery located within TWENTY feet of the center line of said line or system, or that may interfere with or threaten to endanger the operation and maintenance of said line or system (including any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed); to keep the easement clear of all buildings, structures or other obstructions; and to license, permit or otherwise agree to the joint use or occupancy of the lines, system or, if any of said system is placed underground, of the trench and related underground facilities, by any other person, association or corporation.

The undersigned agree that all poles, wires and other facilities including any main service entrance equipment, 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.

It will be the responsibility of the member to maintain the trench cover and make repairs and/or replacement to any shrubs, trees, sod or paved areas. The member will hold the Cooperative and/or its contractors harmless against any claims for damage as a result of trenching.

It will be the consumer's responsibility to locate all underground water lines, sewer lines, telephone lines, or any other equipment that can be damaged in opening the trench prior to the opening of the trench by either Cooperative employees or contractors.

If a water line, sewer line, telephone line or other equipment is damaged or cut during trenching of underground cable by Cooperative employees or contractors in an area that the consumer had indicated was free of any lines or equipment, then the responsibility of repairing the lines or equipment is that of the consumer.

In the event of failure of underground service, the Cooperative shall have the right to excavate necessary trenches to locate and repair the cause of failure. The Cooperative shall not be liable for payment of, nor repair of any damage to the consumer's lawn, yard, shrubbery, walk, patio, driveways or other areas resulting from the necessary installation or maintenance of underground service. The consumer should, therefore, make known to the Cooperative the planned locations of hard surfaced areas and driveways under which the underground service conductor is to be installed.

After an underground conductor has been installed the consumer should avoid placement of buildings, driveways, or other items, over the path of the cable.

The undersigned covenant that they are the owners of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

Date _____ Signed _____ Soc. Sec. No. _____

(PRINT NAME HERE)

Signed _____ Soc. Sec. No. _____

(PRINT NAME HERE)

RECEIVED BY _____ OBEC REPRESENTATIVE