

Easement Instructions

The legal description of the property must be included with the easement. The legal description of the property can be found on your warranty deed or you may contact your county recorder's office and they can provide you with a copy of your legal description. The complete legal description can be printed or typed in the space provided or simply attached on a separate sheet of paper. All information must be inside of the boxed in area. **Because of Missouri recording guidelines, easements that have anything written in the margins will be returned.** Each person whose name is on the deed of the property will need to sign the easement. Your signature will need to be notarized. The notary will need to make sure that the notary stamp does not go outside of the margin and does not overlap any print.

Please note that your job cannot be built until a properly completed easement is received in our office.

If you have any questions, please call Dan Hackleman at 1-800-876-2701.

Barton County Recorder's Office – 417-682-3553
Benton County Recorder's Office – 660-438-5323
Cedar County Recorder's Office – 417-276-6700
Dade County Recorder's Office – 417-637-5373
Hickory County Recorder's Office – 417-745-6421
Henry County Recorder's Office – 660-885-7210
Polk County Recorder's Office – 417-326-4924
St. Clair County Recorder's Office – 417-646-2950
Vernon County Recorder's Office – 417-448-2520

- Copy of Deed with legal description on it
- Notarized by every person on the deed

THE ABOVE SPACE FOR RECORDERS USE ONLY

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that I/we, _____, whether one or more, (hereinafter called "Grantor"), for a good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant unto Sac Osage Electric Cooperative, Inc., a Missouri rural electric cooperative, whose address is East U.S. Highway 54, El Dorado Springs, Missouri (hereinafter called "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 _____, State of Missouri, and more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO FOR THE LEGAL DESCRIPTION, WHICH EXHIBIT IS INCORPORATED HERE IN AS IF FULLY SET FORTH

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 as and when installed. Furthermore, for any guys brace poles, guy wires, anchors and other appurtenances that extend outside of the (30) foot wide easement, said easement shall continue and extend out (20) feet wide, (10) feet on each side of the centerline of any guys brace poles, 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 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 communication, 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, trees, plants or vegetation that might in Grantee's sole judgment, 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, communication business or any other rural electric cooperative or their successors and subsidiaries. The undersigned agrees to keep the easement clear of all future buildings, structures, grain bins, water impoundments or obstructions that may interfere with the operation or maintenance of the communication, electric 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 and all other safety requirements as required by and set forth in the National Electric Safety Code or other applicable federal, state or local, law, statute, rule, regulation or ordinance. No delay in exercising any or all of the rights granted herein to Grantee shall be interpreted to be a surrender of any of the rights granted herein nor abandonment of the easement as granted.

Grantee shall have the right to install, within the easement, gates in fences that cross the easement right-of-way.

Grantor(s) covenants that they are the fee owner(s) of the above described lands.

IN WITNESS WHEREOF, the undersigned have set their hands this ____ day of _____, 20__.

Signature _____ Signature _____

Print name _____ Print name _____

Signature _____ Signature _____

Print name _____ Print name _____

HUSBAND AND WIFE ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On this ____ day of _____, 20__, before me personally appeared _____
_____ husband and wife, to me known to be the persons 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.

(seal)

Notary Public

My commission expires:

Print name _____

SINGLE PERSON ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On this ____day of _____, 20__, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same has his/her free act and deed, as a single person.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(seal)

Notary Public

My commission expires:

Print name _____

CORPORATION ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____ before me appeared _____, to me personally known, who being by me duly sworn, did say that he is the President of _____, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in the county and state aforesaid the day and year last above written.

(seal)

Notary Public

My commission expires:

Print name _____

LLC ACKNOWLEDGMENT

STATE OF MISSOURI)

) ss.

COUNTY OF _____)

On this ____ day of _____, 20___, before me appeared _____, to me personally known, who being by me duly sworn, did say that he/she is the managing Member of _____, a Missouri limited liability company, and that said instrument was signed in behalf of said limited liability company by authority of its members of said limited liability company, and said _____ acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in the county and state aforesaid the day and year last above written.

(seal)

Notary Public

My commission expires:

Print name _____