

*Cover page for:*

# **Transmission Line Easement**

The east 100 feet of Tract 14 and the north 83 feet of Tracts 14 - 19 are subject to a Transmission Line Easement executed on June 5, 2018 and recorded on June 6, 2018, a copy of which is provided in the following pages. The easement terms provide for an installation period of 24 months from execution of the easement. Sellers are negotiating (and Sellers reserve the right to execute and/or record) an agreement removing any reference to an installation period and establishing an amount to be paid by the easement grantee to the easement grantor(s). Any such payment shall be delivered to (or the right to such payment shall be assigned to) the respective Buyer(s) of Tracts 14 - 19, allocated between such Buyer(s), if more than one, based on the price per rod for the Transmission Line Easement running through each tract, as determined solely by the Sellers.

---

## **Auction Tracts 14 - 19**

### **(Canadian County, Oklahoma)**

---

*For June 17, 2021 auction to be conducted by:*  
**Schrader Real Estate and Auction Company, Inc.**

*On behalf of:*  
**Candyce McCaslin, as Trustee, et al.**



Doc#:R 2018 15635  
BktPg:RB 4751 3-24  
Filed:06-06-2018  
09:51:45 AM  
Canadian County, OK  
TMH  
EA

**TRANSMISSION LINE EASEMENT**

22 I

1. The Grantor(s), herein so styled, Candyce F. McCaslin and Victoria V. Fernandez, Co-Trustees of The Wreisner Family Trust, dated November 20, 2002, as amended (1/3), JAMES R.TYLER, JR. (1/4), JOHN A. LANG, III (1/12), STEPHEN T. LANG (1/12) and DAVID B. LANG (1/12), (hereinafter collectively called the "Grantor(s)"), for good and valuable consideration, the receipt of which is hereby acknowledged, hereby grant, bargain, sell and convey to WESTERN FARMERS ELECTRIC COOPERATIVE, a cooperative corporation organized under the laws of the State of Oklahoma (hereinafter called the "Cooperative"), and to its successors and assigns, a perpetual easement and right to enter upon the lands of the Grantor(s), situated in the County of Canadian, State of Oklahoma, further described as:

**A strip of land one-hundred (100) feet wide along the east side of the Northwest Quarter (NW/4) less a tract of land lying in the Southeast Quarter of the Southeast Quarter of the Northwest Quarter (SE/4 SE/4 NW/4); also the North Eighty-three (83) feet of the Northwest Quarter (NW/4) of Section 6, Township 10 North, Range 5 West, Canadian County, State of Oklahoma. ("Easement Tract")**

**Including extra footage as needed for guy wires and anchors.**

**Easement Tract being more particularly described on attached plat.**

to erect, operate, maintain, repair, rebuild, replace and patrol on said lands and in and upon all streets, roads, or highways abutting said lands, electric transmission line(s) and appurtenant signal lines, poles, towers, wires, cables and appliances necessary in connection therewith, together with the right of ingress, egress and regress to, over and from said lands for doing anything necessary or useful to the enjoyment of the easement herein granted. Said easement to be located within fifty (50) feet of the centerline of the electric transmission line(s). Specifically included in this electric transmission line easement for the useful enjoyment thereof is the Cooperative's perpetual right to trim, clear and remove brush, timber, structures, improvements and anything deemed by the Cooperative to be a hazard, or potential hazard, located within fifty (50) feet of the centerline of said electric transmission line(s) also to include any danger trees located on or adjacent to the 100 foot right of way, said decision to be exclusively that of the Cooperative.

2. The Grantor(s) hereby agree that they will not construct, nor permit to be constructed, any ponds, lakes, buildings, structures or other improvements upon, over or across said easement without the written consent of the Cooperative, or permit any construction activity or installation that will violate any national, state, city or other code applicable to the electric transmission line(s) or related facilities situated on said easement. Any improvements or structures placed or erected on the easement without the express written consent of the Cooperative shall be considered an encroachment thereon, strictly prohibited, and subject to removal by or at the direction of the Cooperative.

3. The Grantor(s)' compensation as referenced herein includes payment for the easement, original construction damages, and payment for trees or all timber, including danger timber, as designated by the Cooperative, on or adjacent to said easement. In addition, the Cooperative agrees to pay actual damages to crops, grass and fences occasioned by the operation, maintenance, repair, rebuild, replacement and patrol of said electric transmission line(s).

4. The Grantor(s) further agree that all poles, wires, facilities and improvements installed on said easement at the Cooperative's expense shall remain the property of the Cooperative and are removable at the option of the Cooperative.

5. The Grantor(s) covenant to and with the Cooperative that subject to existing easements and encumbrances of record covering the land and easement hereinabove described, the Grantor(s) are lawfully seized and possessed of said land and have the lawful right and power to grant, bargain, sell and convey said perpetual easement as described herein.

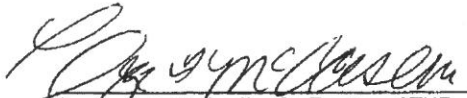
After recording return to: Harvey Land, Inc. P.O. Box 36 Loukeba, OK 73053

Aug 10 2018  
Bok F

6. Grantor(s) and Cooperative agree that this Transmission Line Easement is; (a) subject to the Addendum, marked Exhibit "A", attached hereto and made a part hereof; and (b) if any conflict or discrepancy arises between the terms of the Transmission Line Easement and the Addendum the terms of the Addendum shall control and be binding.

IN WITNESS WHEREOF, the Grantor(s) have executed this instrument on the June day of June, A.D., 2018.

GRANTORS:

  
Candyce F. McCaslin, Co-Trustee of THE WREISNER FAMILY TRUST dated November 20, 2002, as amended

ACKNOWLEDGMENT

STATE OF ARIZONA )  
COUNTY OF Maricopa ) ss:

On March 22, 2018, before me, Kori Zane, personally appeared CANDYCE H. McCASLIN, Co-Trustee of THE WREISNER FAMILY TRUST dated November 20, 2002, as amended, who proved to me on the basis of satisfactory evidence by producing her driver's license, to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Kori Zane (Seal)



KORI ZANE  
Notary Public - Arizona  
Maricopa County  
Expires 08/31/2018

pg 2 of 22  
BAKE

*Victoria Fernandez*  
Victoria V. Fernandez, Co-Trustee of THE  
WREISNER FAMILY TRUST dated  
November 20, 2002, as amended

ACKNOWLEDGMENT

STATE OF CALIFORNIA     )  
                                          ) ss:  
COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_, 2018, before me, \_\_\_\_\_, personally appeared VICTORIA FERNANDEZ, Co-Trustee of THE WREISNER FAMILY TRUST dated November 20, 2002, as amended, who proved to me on the basis of satisfactory evidence, by producing her driver's license, to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_ (Seal)

SEE ATTACHED

PA 3/8/22  
BOW  
mt

**CALIFORNIA ALL-PURPOSE  
CERTIFICATE OF ACKNOWLEDGMENT  
(CALIFORNIA CIVIL CODE § 1189)**

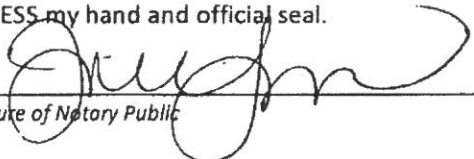
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.


STATE OF CALIFORNIA )  
COUNTY OF Santa Barbara )

On March 20, 2018 before me, Jennifer Ann Loza, Notary Public  
(Date) (Here Insert Name and Title of the Officer)

personally appeared Victoria V. Fernandez  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~  
subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same  
in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.  
  
Signature of Notary Public

(Notary Seal) 

**ADDITIONAL OPTIONAL INFORMATION**

Description of Attached Document Transmission  
Title or Type of Document: Line Easement Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_  
Additional Information: \_\_\_\_\_

pg 4 of 22  
B. K. E.

James R. Tyler, Jr.  
JAMES R. TYLER, JR.

ACKNOWLEDGMENT

STATE OF New York )  
COUNTY OF WARREN ) ss:

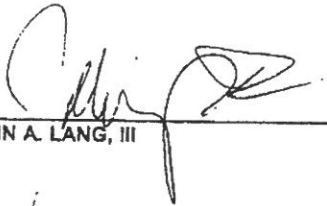
On April 2, 2018, before me, JAMES H TYLER, JR. personally appeared JAMES R. TYLER, JR., who proved to me on the basis of satisfactory evidence, by producing his driver's license, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Deborah A. Foley (seal)



  
\_\_\_\_\_  
JOHN A. LANG, III


ACKNOWLEDGMENT

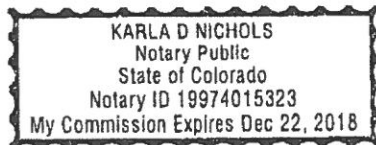
STATE OF Colorado )  
COUNTY OF Jefferson ) ss:

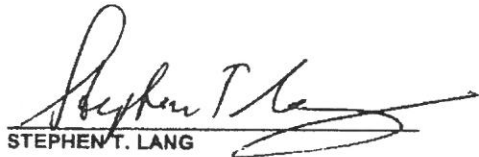
On May 7, 2018, before me, Karla Nichols, personally appeared JOHN A. LANG, III, who proved to me on the basis of satisfactory evidence, by producing his driver's license, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:  (Seal)



  
STEPHEN T. LANG

ACKNOWLEDGMENT

STATE OF Louisiana  
COUNTY OF Calcasieu ) ss:

On May 11, 2018, before me, Kellie Brossette, Notary, personally appeared **STEPHEN T. LANG**, who proved to me on the basis of satisfactory evidence, by producing his driver's license, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Kellie La Brossette (Seal)  
#55455





David B. Lang  
DAVID B. LANG

ACKNOWLEDGMENT

STATE OF New York,  
COUNTY OF Albany ss:

On May 5, 2018, before me, David B. Lang, personally appeared DAVID B. LANG, who proved to me on the basis of satisfactory evidence, by producing his driver's license, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Donna J. Wellworth (Seal)



DONNA J WELLWORTH  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01WE6268362  
Qualified in Albany County  
My Commission Expires 09-24-2020

GRANTEE:

WESTERN FARMERS ELECTRIC COOPERATIVE

By: [Signature]  
Name: Kim Sokolowsky  
Title: RMU Agent

ACKNOWLEDGMENT

State of Oklahoma )  
County of Osage ) ss

Before me, the undersigned, a Notary Public in and for said County and State, on this 5th day of June, 2018, personally appeared Kim Sokolowsky, to me known to be the identical person who subscribed the name of WESTERN FARMERS ELECTRIC COOPERATIVE thereof to the foregoing instrument as its Manager, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed, for the uses and purposes therein set forth.

[SEAL]

My Commission Expires:



[Signature]  
NOTARY PUBLIC  
Commission No.: 10007827

pg 9822  
Birk

## EXHIBIT "A"

## ADDENDUM TO TRANSMISSION LINE EASEMENT

This ADDENDUM amends, supplements, is attached to and made a part of the TRANSMISSION LINE EASEMENT ("Easement"), entered into between Grantors, Candyce F. McCaslin and Victoria V. Fernandez, Co-Trustees of the Wreisner Family Trust, dated November 20, 2002, as amended (1/2) JAMES R. TYLER, JR. (1/4), JOHN A. LANG, III (1/12), STEPHEN T. LANG (1/12), and DAVID B. LANG (1/12) (collectively "Grantor"), and Grantee, WESTERN FARMERS ELECTRIC COOPERATIVE ("COOPERATIVE"), a cooperative corporation organized under the laws of the State of Oklahoma. These Addendum provisions are incorporated in and made a part of the Easement. By accepting delivery of the Easement, COOPERATIVE accepts and agrees to the provisions in the Addendum. If any provision contained in the Easement to which this Addendum is attached is in conflict with one or more of the provisions of the Addendum, then the provisions of this Addendum shall prevail and the Easement shall be deemed amended accordingly. The attached Easement is hereby amended and modified as follows:

1. Paragraph 1 of the Easement is hereby amended to read as follows:

INSTALLATION PERIOD: 24 months from execution of the transmission line Easement.

Grantor, for good and valuable consideration, and COOPERATIVE's promise to pay additional damages as set forth below, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto COOPERATIVE a non-exclusive easement to enter, construct, operate and maintain on the Easement Tract a 138kV Transmission Line, overhead lines only, consisting of monopole support structures at a height no lower than 28 feet, not to include the installation of third-party communication equipment or facilities (telecommunication or otherwise) and any facilities (telecommunication or otherwise) are solely limited to COOPERATIVE's use in its operation of the 138kV Transmission Line and for no other purposes, not to include any third-party commercial use, ("Sole Use"). Grantee agrees to and shall construct, maintain and operate the Transmission Line; (i) to insure the minimum clearance provided by law; and (ii) to insure good utilities practices are met as required by state and federal laws and regulations. COOPERATIVE shall be responsible for the continued maintenance of the surface area disturbed and any erosion which may occur as a result of the construction, operation or maintenance of the Transmission Line. COOPERATIVE shall repair or be working diligently to repair any such damage or such erosion. In addition, COOPERATIVE shall compensate Grantor for any damages arising from the Transmission Line operation or maintenance or COOPERATIVE's use of the Easement Tract that occur to Grantor's property, whether within or outside of the Easement Tract, from and after the completion of construction. After installation of the Transmission Line, COOPERATIVE shall not be permitted to add additional monopole support structures in the Easement Tract without Grantor's written consent and the payment of additional damages to Grantor. COOPERATIVE shall not have the right to relocate the monopole support structures after installation and agrees to maintain all lines in the center of the Easement Tract.

The COOPERATIVE shall clear the Easement Tract (above ground only) of all obstructions, but not chemically treat with herbicides, trees or shrubs within the Easement Tract and those trees overhanging the Easement Tract that pose a hazard to the safe operation of the Transmission Line; PROVIDED, HOWEVER, no improvements located on the Easement Tract (including fences and future or present driveways) will be disturbed without Grantor's prior written consent (except in cases of emergency in which case notice will be given by COOPERATIVE to Grantor within twenty-four (24) hours of COOPERATIVE's notice of the emergency) and any damaged improvements shall be promptly repaired by COOPERATIVE in a good and workmanlike manner. Grantor and COOPERATIVE have agreed upon prior written notice to Grantor that during installation of the Transmission Line that COOPERATIVE may cut any fence on the Easement Tract, provided COOPERATIVE at its sole cost installs proper H braces and gates. COOPERATIVE and Grantor agree that any gates on the Easement Tract or used by COOPERATIVE to access the Easement Tract shall be double locked, so that both Grantor and COOPERATIVE shall each independently have their own key and the ability to unlock the gates and use them for access. COOPERATIVE agrees to maintain the security, within the Easement Tract, during the

Installation Period and during all times when COOPERATIVE is conducting activities under the Easement. Further, COOPERATIVE agrees to close any gate COOPERATIVE utilizes on Grantor's property, whether within the Easement Tract or outside of the same, to insure, without limitation, that all livestock are contained and protected, as well as protecting persons.

2. Paragraph 2 of the Easement is hereby amended to read as follows:

Grantor reserves the right to use the Easement Tract in any way that does not unreasonably interfere with COOPERATIVE's Sole Use of the Easement Tract. Grantor shall be permitted to graze livestock and grow crops within the Easement Tract after the COOPERATIVE's construction of the Transmission Line is complete. Grantor further reserves the right to lay out, dedicate, construct, maintain and use across the Easement such roads, streets, parking lots, alleys, railroad tracks, cattle pens, pump driven irrigation systems (excluding windmills), underground telephone cables and conduits, easements, gas, water and sewer pipe lines as will not unreasonably interfere with COOPERATIVE's Sole Use of the Easement Tract.

3. Paragraph 3 of the Easement is hereby amended to read as follows:

If necessary for the installation, operation, or maintenance of the Transmission Line, COOPERATIVE may subject to its duties under Paragraph 5 herein below, after obtaining all necessary third party consents, remove any crops or grasses from the Easement Tract and in such event, COOPERATIVE shall pay to Grantor or other third parties, including Grantor's tenants, the reasonable value of any crops removed or damaged, loss of use, pay all costs to restore the Easement Tract to a suitable condition for planting of crops, shall re-seed any grasses in accordance with the Natural Resource Conservation Service specifications and perform any cleanup required by any regulatory authority, whether within or outside the limits of the Easement Tract, it being the parties' intent that COOPERATIVE will take any and all actions necessary, and pay any and all costs necessary, to cause the condition of the surface of the Easement Tract to be substantially the same as the condition that existed on the date hereof promptly following said activities, and shall pay Grantor or Third-Parties for any actual damages to growing cash crops, loss of use, pasture, livestock, timber located outside the Easement Tract, drain tiles, existing fences, irrigation systems, including but not limited to water wells, pipes or casing, personal property, and/or other agricultural equipment caused by COOPERATIVE's exercise of its rights granted herein. COOPERATIVE shall remove all affected trees within a reasonable time during the Installation Period. All rocks brought to the surface during construction will be removed or buried by COOPERATIVE to achieve the same density and size observed prior to the Transmission Line construction. After installation, COOPERATIVE shall repair any damage within or outside the Easement Tract caused by repairs or maintenance to the Transmission Line promptly following the completion of such activities. If after the restoration of the soil to substantially the same condition as existed prior to such repair or maintenance there is excess soil, rock or other materials (collectively "Excess Materials"), COOPERATIVE shall own and shall remove any Excess Materials from the Easement Tract without any further compensation to Grantor, unless the Excess Materials have a readily ascertainable market value of \$100.00 or greater, in which event COOPERATIVE shall have the right to either (a) leave the Excess Materials on site and disclaim any rights thereto, or (b) pay Grantor the fair market value thereof, less the COOPERATIVE's removal costs. COOPERATIVE shall have no surface rights after the initial installation of the Transmission Line is completed, except for periodic maintenance and repair work, which work shall be contained within the Easement Tract.

4. Paragraph 5 of the Easement is hereby amended to read as follows:

Grantor makes no warranties, either express or implied, regarding the Easement Tract. Grantor shall not be required to provide any title materials and COOPERATIVE shall complete its own title inspections. COOPERATIVE's rights hereunder are expressly made subject to any and all third-party rights, including both surface and subsurface rights, both visible and of record. Likewise, COOPERATIVE shall be responsible for obtaining any and all third-party consents necessary in connection with this instrument (including consents by Tenants, if any), and COOPERATIVE shall pay any and all costs, expenses or damages incurred by any Tenant or other third party as the result of COOPERATIVE's activities under or violation of the terms of the Easement and this Addendum ("Third Party Claims"). COOPERATIVE has knowledge that Grantor in the past has granted

other easements on Grantor's Property. COOPERATIVE agrees it is COOPERATIVE's duty to insure the non-exclusive easement granted herein shall not affect or interfere with those previously granted easements, surface leases, oil and gas leases, agreements or options. Notwithstanding anything contained herein, all consideration received by Grantor shall be fully earned upon receipt and shall not be refundable under any circumstance.

5. A new Paragraph 7 is hereby added to the Easement and shall read as follows:

The terms, conditions, and provisions of this Easement shall extend to and be binding upon the heirs, devisees, executors, administrators, successors and assigns of Grantor; PROVIDED, HOWEVER, if COOPERATIVE fails to install the Transmission Line before the end of the Installation Period, or fails to utilize or maintain the Transmission Line for any full twenty-four (24) month consecutive period after installation is completed, this shall be considered abandonment by COOPERATIVE of the Easement herein granted and the Transmission Line Utility Easement shall terminate and the Easement Tract shall automatically revert to Grantor without Court intervention and COOPERATIVE, its successors and assigns, shall have no further rights hereunder and shall execute a Release of this Easement at the request of Grantor. In such event, COOPERATIVE shall remove the Transmission Line and repair and restore the Easement Tract to conditions existing prior to COOPERATIVE's installation of the Transmission Line within one hundred twenty (120) days after termination of the Easement and COOPERATIVE shall pay to Grantor or Third-Parties the actual damages incurred in the removal process, as set forth in paragraph 3 and 5.

6. A new Paragraph 8 is hereby added to the Easement and shall read as follows:

The COOPERATIVE may assign all or part of its interests or rights in this Easement to any subsidiary or affiliate of COOPERATIVE upon prior written notice to Grantor without Grantor's consent. For any other assignments, COOPERATIVE shall only assign its interest in this Easement in compliance with this paragraph. COOPERATIVE shall only be permitted to assign its interest in this Easement (a) to another utility company and (b) COOPERATIVE shall obtain the proposed assignee's signed agreement acknowledging it shall be bound by all the terms and conditions of this Easement, then present the assignee's acknowledgment to Grantor.

7. A new Paragraph 9 is hereby added to the Easement and shall read as follows:

COOPERATIVE shall be responsible and liable for any pollutants resulting from its operations on Grantor's property, whether within or outside the Easement Tract, including but not limited to any pond, stream, creek, pasture, timber, flora and fauna, cropland, and underground fresh water zones. It is understood and agreed that COOPERATIVE shall have no right to dispose of deleterious substances on Grantor's property, or let the same run onto Grantor's property, stock tanks, ponds or any natural creek, stream, river, or other body of water. COOPERATIVE agrees at its sole expense to remove all deleterious substances from Grantor's property caused by COOPERATIVE's activities. Should deleterious substances spill or discharge from COOPERATIVE's actions under this Easement, whether accidentally or intentionally, COOPERATIVE shall immediately remediate the spill/discharge in accordance with local, state and federal guidelines and pay damages to Grantor, Grantor's tenants and any other Third-Party for all damage to crops, pasture, soil, flora and fauna, livestock, persons and loss of use of the property, which compensation shall continue until such time as the property is restored to its condition prior to the spill or discharge, unless Grantor and COOPERATIVE shall enter into a settlement agreement, which settlement shall be governed by a separate written agreement between Grantor and COOPERATIVE.

8. A new Paragraph 10 is hereby added to the Easement and shall read as follows:

COOPERATIVE and its successors and assigns shall indemnify Grantor, their heirs, successors, tenants and assigns from and against all claims, injuries, suits, damages, costs, losses, and reasonable expenses for all claims, including but not limited to Third-Party Claims, arising out of any of the actions of COOPERATIVE and/or its employees, agents, and/or other representatives, including, without limitation, claims regarding the construction, maintenance, repair, use or existence of the Transmission Line, whether incurred within or outside of the Easement Tract. This indemnification shall survive the termination of this Easement and shall be unlimited in time and amount unless contrary to law.

9. A new Paragraph 11 is hereby added to the Easement and shall read as follows:

COOPERATIVE is required to obtain liability insurance, with a reputable carrier, for no less than \$1,000,000.00 of coverage, and COOPERATIVE shall provide Grantor with a copy of the certificate of liability insurance prior to execution of this Easement. COOPERATIVE shall carry this insurance for as long as this Easement is in effect. Upon Grantor's written request from time to time, but no more than once annually, COOPERATIVE shall provide Grantor with a copy of the certificate of liability insurance. COOPERATIVE shall insure that all of its subcontractors and agents performing work on behalf of COOPERATIVE relating to this Transmission Line Easement shall have insurance coverage comparable to COOPERATIVE or be covered by COOPERATIVE's policy. Maintenance by COOPERATIVE of said insurance shall not be considered a limitation on damages to be paid by COOPERATIVE or the indemnity provisions imposed on COOPERATIVE herein.

10. A new Paragraph 12 is hereby added to the Easement and shall read as follows:

COOPERATIVE, its employees, agents or subcontractors are not permitted to hunt, fish or trespass on Grantor's property whether within or outside of the Easement Tract.

11. A new Paragraph 13 is hereby added to the Easement and shall read as follows:

COOPERATIVE has no rights under the Easement to use fresh water from any fresh water sands or strata on Grantor's property.

12. A new Paragraph 14 is hereby added to the Easement and shall read as follows:

Grantor and COOPERATIVE agree that time is of the essence for the performance of all duties, obligations and activities set forth in this Easement.

13. A new Paragraph 15 is hereby added to the Easement and shall read as follows:

If Grantor is acting as a fiduciary, Grantor is executing the Easement solely in its fiduciary capacity. Grantor shall have no liability whatsoever in its separate corporate and/or individual capacity on any agreement, covenant or representation contained herein.

14. A new Paragraph 16 is hereby added to the Easement and shall read as follows:

This instrument may be executed in counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same instrument.

15. A new Paragraph 17 is hereby added to the Easement and shall read as follows:

This Easement may only be modified in a separate writing signed by both parties. This Easement shall be governed by and construed under the laws of the State of Oklahoma, excluding any choice of law provisions thereof.

16. A new Paragraph 18 is hereby added to the Easement and shall read as follows:

This Addendum upon its execution by Grantor and COOPERATIVE, is made an integral part of the Easement. If there is any conflict between the terms of this Addendum and the Easement, this Addendum shall be considered the governing document and all other provisions of the Easement not in conflict with this Addendum will remain in full force and effect.

17. A new Paragraph 19 is hereby added to the Easement and shall read as follows:

The Easement and any Addendum may be executed in counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Grantor(s) have executed this instrument on the 1<sup>st</sup> day of June, A.D., 2018.

GRANTORS:

Candyce F. McCaslin  
Candyce F. McCaslin, Co-Trustee of THE WREISNER FAMILY TRUST dated November 20, 2002, as amended

ACKNOWLEDGMENT

STATE OF ARIZONA )  
 ) ss:  
COUNTY OF Maricopa )

On March 22, 2018, before me, Kori Zane, personally appeared CANDYCE H. McCASLIN, Co-Trustee of THE WREISNER FAMILY TRUST dated November 20, 2002, as amended, who proved to me on the basis of satisfactory evidence by producing her driver's license, to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Kori Zane

(Seal)



KORI ZANE  
Notary Public - Arizona  
Maricopa County  
Expires 08/31/2018





**CALIFORNIA ALL-PURPOSE  
CERTIFICATE OF ACKNOWLEDGMENT  
(CALIFORNIA CIVIL CODE § 1189)**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF Santa Barbara

On March 20, 2018 before me, Jennifer Ann Loza, Notary Public  
(Date) (Here Insert Name and Title of the Officer)

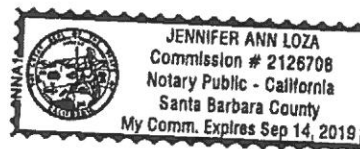
personally appeared Victoria V. Fernandez  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he she/they executed the same  
in his her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public

(Notary Seal)



**ADDITIONAL OPTIONAL INFORMATION**

Description of Attached Document Exhibit "A" Addendum to Transmission Line  
Title or Type of Document: Easement Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_  
Additional Information: \_\_\_\_\_





Stephen T. Lang  
STEPHEN T. LANG

ACKNOWLEDGMENT

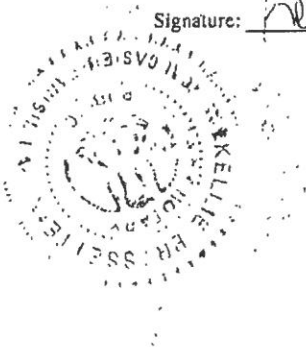
STATE OF Louisiana )  
COUNTY OF Calcasieu ) ss:

On May 11, 2018, before me, Kellie Brossette NOTARY, personally appeared **STEPHEN T. LANG**, who proved to me on the basis of satisfactory evidence, by producing his driver's license, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Kellie A. Brossette (Seal)  
#55455



David B. Lang  
DAVID B. LANG

ACKNOWLEDGMENT

STATE OF New York )  
COUNTY OF Albany ) ss:

On May 5, 2018, before me, Donna J. Wellworth, personally appeared DAVID B. LANG, who proved to me on the basis of satisfactory evidence, by producing his driver's license, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Donna J. Wellworth (Seal)



DONNA J WELLWORTH  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01WE6269382  
Qualified in Albany County  
My Commission Expires 08-24-2020

GRANTEE:

WESTERN FARMERS ELECTRIC COOPERATIVE

By: [Signature]  
Name: Kim Sokolosky  
Title: R/W Agent

ACKNOWLEDGMENT

State of Oklahoma )  
County of Caddo ) ss

Before me, the undersigned, a Notary Public in and for said County and State, on this 5th day of June, 2018, personally appeared Kim Sokolosky, to me known to be the identical person who subscribed the name of WESTERN FARMERS ELECTRIC COOPERATIVE thereof to the foregoing instrument as its Manager, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed, for the uses and purposes therein set forth.

[SEAL]

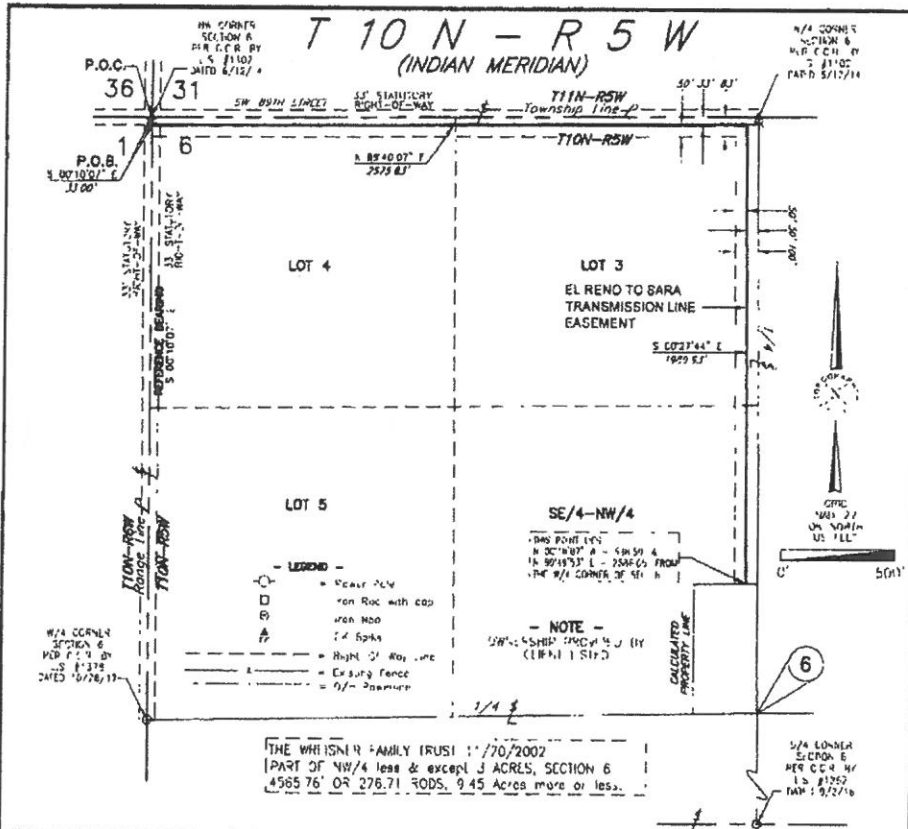
[Signature]  
NOTARY PUBLIC  
Commission No.: 1000 7827

My Commission Expires:



pg 21 of 22  
Book

**RECORDER'S MEMORANDUM**  
 At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc



**CENTERLINE DESCRIPTION: (A TRANSMISSION LINE EASEMENT IN THE NW/4 SECTION 6)**  
 A Variable Width Transmission Line Easement lying in a Tract of Land recorded in Book 4268, Page 70, being a part of the Northwest Quarter (NW/4) of Section 6, Township 10 North, Range 5 West of the Indian Meridian, Canadian County, Oklahoma said Transmission Line being more particularly described by the following line COMMENCING at a "K" Spike for the Northwest Corner of said Section 6, THENCE South 00° 0' 0" East, on the West line of said NW/4, a distance of 33.00 feet to the POINT OF BEGINNING (P.O.B.), THENCE with an 83.00 foot Right-of-Way being 33.00 feet on the left and 50.00 feet on the right side, North 89° 40' 0" East, a distance of 2575.83 feet to a change in Right-of-Way being 50.00 feet on the left and 50.00 feet on the right, THENCE South 00° 27' 44" East, parallel with the East line of the NW/4, a distance of 1989.93 feet ending at a point on the South line of said Tract of Land, said point being North 00° 0' 0" West, on the West line of the NW/4, a distance of 598.59 feet and North 89° 49' 53" East, perpendicular to said West line of the NW/4, a distance of 2586.05 feet from an Iron Nail for the West Quarter (W/4) Corner of said Section 6. The boundaries of said easement shall be lengthened or shortened as to begin and end at the property lines of said tract. Said Transmission Line Easement containing 4565 76 feet, 276 71 rods, or 9.45 Acres more or less.

The basis of Bearing for this description is Grid, North American Datum 1927 Oklahoma North Zone, U.S. Feet. The Reference Bearing is the West line of the Northwest Quarter (NW/4) of said Section 6, being South 00° 0' 0" East, as shown above attached hereto and made a part hereof.

This description was prepared on December 18, 2011 by Dan W. Rogers, Licensed Professional Land Surveyor Number 1200.

**SURVEYOR'S CERTIFICATE:**  
 Dan W. Rogers, Oklahoma Licensed Professional Land Surveyor, No. 1200, do hereby certify that this plat of survey meets the Oklahoma Minimum Standards for the practice of land surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.

*Dan W. Rogers*  
 Dan W. Rogers, P.L.S. No. 1200

**LICENSED PROFESSIONAL LAND SURVEYOR**  
 DAN W. ROGERS  
 1200  
 12-18-17  
 OKLAHOMA

NO. REV. DATE BY		SCALE 1" = 500'	
SURVEY BY JW 12/06/2017		DATE 12/19/2017	
DRAWN BY JGW		FILE E2586067 LWG	
APPROVED BY DR		INVO CL #275222	
WESTERN FARMERS ELECTRIC COOP		DWC #123097 F2 586-067	
TOPOGRAPHIC LAND SURVEYORS OF OKLAHOMA		SHEET 1 OF 1	
6705 N. Chilton, Law City, OK 73118 (405) 843-1847			
Certificate of Authorization No. 1293 LS			

fg 22 y22  
 for