

EASEMENT

DATE: ____/____/____

Company File Number: _____

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned **Grantor(s)** (SEE **PAGE 2**) hereby grant, bargain and sell unto **The Empire District Electric Company, Grantee**, hereinafter referred to as the Company, its successors, assigns, lessees, licensees and agents, a permanent easement and right-of-way to construct, repair, replace, inspect, relocate, modify, operate and maintain lines for the transmission and distribution of electrical energy and communications, including but not limited to fiber optic communications, telecommunications, data storage and retrieval, and other means of communications, including the necessary poles, crossarms, wires, guy wires, anchors, markers, aerial cables, underground cables, conduits, vaults, equipment foundations, pad mount transformers, fiber optic lines, communications systems, and all appurtenances thereto as may in the opinion of the Company be required from time to time, on, over, under or across the land located within the easement described below:

DESCRIPTION OF GRANTOR(S) PROPERTY: THE NORTH ONE-HALF (1/2) OF THE NORTHEAST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SECTION 9, TOWNSHIP 18 NORTH, RANGE 33 WEST, CONTAINING TWENTY (20) ACRES.

That part of the Grantor's Property lying within 15 feet on both sides of the centerline of the location where the lines are initially installed and constructed, and within 10 feet in all directions of anchors, guy wires, and other facilities as initially built. The location of this easement shall be fixed to the degree occupied by the initial structure(s) upon completion of such structure(s). ("the easement.")

Section 9 Township 18 Range 33 County Benton State Arkansas

PROPERTY DESCRIPTION: (See page 1)

The Company assumes the responsibility for the proper installation of the Company's lines and agrees to save the undersigned harmless from any and all damage caused to the undersigned's property due to the negligence of the Company, its agents and employees.

The Company is granted the right to use the easement for its own internal uses and commercial purposes. The Company is further granted the right and permission at any time to: (1) clear, remove and keep the above described easement cleared of trees, limbs, roots, signs, buildings, structures, and other obstructions which in the opinion of the Company might damage, endanger, or interfere with the operation, maintenance, or safety of the lines; and (2) the right of ingress and egress across Grantor(s) Property to access the easement from nearby public streets; and (3) the right to use any existing means and technologies, and any new means or technologies that may be developed in the future, to accomplish the purposes of this easement.

The Company agrees that the undersigned shall otherwise have full and free use of the easement for farming, grazing and other purposes, subject to the rights herein granted to the Company; provided that no operation or construction shall be performed or permitted by the undersigned on the easement herein granted which might in the opinion of the Company damage, endanger or interfere with the operation, maintenance or safety of the lines or systems.

The undersigned Grantor(s), for themselves, their heirs, successors and assigns, warrant that they are the owners of the land herein conveyed and have the right to make this conveyance and receive the payment thereof; and covenant that The Empire District Electric Company, its successors and assigns, may quietly enjoy the premises for the uses herein stated; that they waive their right to request vacation of this easement; and that they will not create or permit any obstruction which may endanger or interfere with the construction, operation, and maintenance of the lines or systems.

Grantor(s)

GENTRY PUBLIC SCHOOL DISTRICT #19

Accepted: **THE EMPIRE DISTRICT ELECTRIC COMPANY**, Grantee

Date signed: _____

BY: _____

Company Agent: Olsson _____

Tim Wilson, Vice President, Electric Operations

Name/Address: Gentry Public Schools, 1217 Pioneer Lane, Gentry, AR 72734

Section 9 Township 18 Range 33 County Benton State Arkansas

Area 216 Proj ID _____ Work Order _____ Check No _____

Job Name: Sub 458

Job Location Intersection of Swepeco Road and Pioneer Lane

Approved _____ Approved _____

(Manager) Alicia Blagg (Right-Of-Way)

State of _____)SS **NOTARY CERTIFICATE** (affix notary seal in space below)

County of _____)

On this _____ day of _____, 20____, before me

Personally appeared _____

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL

My Commision Expires:

(notary public)

State of _____)SS **NOTARY CERTIFICATE** (affix notary seal in space below)

County of _____)

On this _____ day of _____, 20____, before me

Personally appeared _____

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

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