

DO YOU KNOW?

SWEPCO's easement agreement gives many rights to SWEPCO, and it takes away many of your rights -- even your right to privacy on your own property.

If you sign this agreement, SWEPCO will have –

- the right “to do anything necessary, useful or convenient” for its use of the easement;
- the right of access to the easement and all of your adjoining property, at any time, with no notice;
- the right to install, extend, and maintain guy wires, anchors and anchoring systems on the easement and your adjoining property;
- the right to use herbicides on the easement and your adjoining property;
- the right to remove and control trees, limbs, brush and/or vegetation on the easement and your adjoining property; and
- the right to construct access roads across your adjoining property.



These two pages are from the easement agreement between SWEPCO and a property owner on SWEPCO's Flint Creek - Shipe Road Transmission Line

Brandi DeShields-Circuit Cler
Benton County, AR
Book/Pag: 2011/52385
Term/Cashier: CASH/Flint Cr
10/31/2011 4:10PM
Taxes: 170052
Total Fees: \$30.00

Book 2011 Page 52385
Recorded in the Above
DEED Book & Page
10/31/2011

DEED Book & Page
10/31/2011

RIGHT OF WAY AND EASEMENT

THIS RIGHT OF WAY AND EASEMENT, made this [redacted] day of [redacted], 2011, by and between [redacted], whose address is [redacted], herein called "Grantor", whether one or more persons, and **Southwestern Electric Power Company**, a Delaware corporation, a unit of American Electric Power, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215, herein called "Grantee".

WITNESSETH:

That in consideration of Ten and NO/100 Dollars (\$10.00), and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the covenants hereinafter set forth Grantor hereby grants, conveys, and warrants to the Grantee, its successors, assigns, lessees, tenants and licensees, a permanent right of way and easement, herein called "Easement", for electric transmission distribution, and communication lines, in, on, over, under, through and across the following describe lands of the Grantor, situated in the Section 29, Township 19 North, Range 33 West, Benton County State of Arkansas.

The right of way and Easement shall be more fully described and depicted on Exhibit "A", copy of which is attached hereto and made a part hereof.

GRANTOR ALSO GRANTS TO GRANTEE THE FOLLOWING RIGHTS: Grantee has the right, now or in the future, to construct, reconstruct, operate, maintain, alter, inspect, patrol, protect, repair, replace, renew, upgrade, relocate within or along the centerline of the Easement, remove any replace poles, towers, and structures, made of wood, metal, concrete or other materials, including crossarms, guys, anchors, anchoring systems, grounding systems, counterpoises, and all other appurtenant equipment and fixtures, and to string conductors, wires and cables, together with the right to add to said facilities from time to time, and the right to do anything necessary, useful or convenient for the enjoyment of the Easement herein granted, together with the privilege of removing at any time any or all of said facilities erected on the Easement.

GRANTOR FURTHER GRANTS TO GRANTEE the right in Grantee's discretion to cut down, trim, and otherwise control, using herbicides or tree growth regulators, or other means, and at the Grantee's option, to remove from the Easement any and all trees, overhanging branches, vegetation, brush, or other obstructions. Grantee shall also have the right to cut down, trim, remove, and otherwise control trees situated on lands of the Grantor which adjoin the Easement, when in the opinion of the Grantee those trees may endanger the safety of, or interfere with the construction, operation or maintenance of Grantee's facilities or ingress or egress to, from or along the Easement.

GRANTOR FURTHER GRANTS TO GRANTEE the right in Grantee's discretion to remove buildings, structures, or other obstructions in the Easement when in the opinion of the Grantee those improvements may endanger the safety of, or interfere with the construction, operation or maintenance of Grantee's facilities or ingress or egress to, from or along the Easement.

GRANTOR FURTHER GRANTS TO GRANTEE the right of unobstructed access, at any and all times, over, across and along the Easement, and the right of ingress and egress to and from the Easement from a public road in, on, over and across existing or future access roads and lanes and other reasonable routes outside the Easement across Grantor's adjoining land. In the event there is no existing access road or lane to the Easement, the Grantor will provide a mutually agreed upon reasonable ingress and egress route over the Grantor's lands, and any of the adjoining lands of the Grantor, for the purpose of exercising and enjoying the rights granted herein.

THIS GRANT IS FURTHER SUBJECT TO THE FOLLOWING CONDITIONS:

The Grantor reserves the right to cultivate, pasture or otherwise use the lands encumbered by this Easement in any way not inconsistent with the rights herein granted. However, Grantor shall not place, construct, install, erect or permit any temporary or permanent building, structure, advertising device, sign, dumpster, light pole, swimming pool, well, storage tank, obstruction, or use or store any hazardous/flammable material within the Easement. No shed, road, driveway, mounding, fill, excavation, water impoundment or tree plantings shall be permitted within the Easement without the written permission of the Grantee.

Grantee shall also have the right to install guy wires, anchors, and anchoring systems outside the Easement, together with the right to cut and clear any trees and brush, which in the Grantee's opinion, may endanger or interfere with said guy wires, anchors, and anchoring systems.

Grantee agrees to repair or pay the Grantor for damage to growing crops, fences, gates, field tile, drainage ways, drives, lawns, or structures caused by the Grantee in the exercise of the rights herein granted. Grantee further agrees to pay the prevailing market price for standing timber for any marketable trees cut down outside the Easement during construction or maintenance of Grantee's electric transmission, distribution, and communication lines.

The failure of Grantee to exercise any of the rights granted herein, or the removal of any facilities from the Easement, shall not be deemed to constitute an abandonment or waiver of the rights granted herein.

This instrument contains the complete agreement, expressed or implied between the parties herein and shall inure to the benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, and licensees.

Grantor's for and in consideration of the said sum of money does hereby release and relinquish unto the said Grantee, all of Grantor's rights of dower, curtesy and homestead in and to the said premises to the extent of the rights and privileges granted hereby.

Line Name: Flint Creek - Shipe

1

Line No: TLN 194:00344

Line Name: Flint Creek - Shipe

2

Line No: TLN 194:00344

SaveTheOzarks

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Disclaimer: This information is for general purposes only and should not be construed as legal advice. Persons seeking to evaluate matters related to takings by eminent domain or other legal matters should consult a qualified attorney. .