

## **RIGHT-OF-WAY EASEMENT INSTRUCTIONS**

Attached is the two page required right-of-way easement that must be completed, signed, notarized and returned to Co-Mo. Please follow these instructions...

### **First Page**

- Fill-in the date.
  
- List the name(s) of all property owners for said property, which can be found on your property deed.
  
- Attach your legal land description, which you can acquire by contacting your County Recorder's Office.
  - Benton: 660-438-5732
  - Camden: 573-346-4440 ext. 1300
  - Cole: 573-634-9100
  - Cooper: 660-882-2161
  - Moniteau: 573-796-2071
  - Morgan: 573-378-4029
  - Pettis: 660-826-5000 ext. 922
  - Saline: 660-886-2677

### **Second Page**

- Must be completed and signed in the presence of a notary so it can be notarized and all signatures must be kept within the margins.
  - Note: Both Co-Mo Offices have notaries on staff.

### **Both Pages**

- Do not write any information in the top, bottom or side margins.

*THE ABOVE SPACE FOR RECORDERS USE ONLY*

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**RIGHT-OF-WAY EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I/we, \_\_\_\_\_, the undersigned, whether one or more, (hereinafter called "Grantor"), for a good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant unto Co-Mo Connect Powered by Co-Mo Electric Cooperative, Inc., a Missouri rural electric cooperative, whose address is 29868 Highway 5, Tipton, Mo. 65081, (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:

And to place, replace, construct, reconstruct, erect, relocate, modify, change operating voltage, patrol, repair, operate and maintain hereon, 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 optic lines, 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 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 30 feet wide, 15 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 15 feet around all anchors or other appurtenances. The location of the easement granted herein on the above described lands of the undersigned shall be defined and fixed upon completion of the communication, electrical distribution and transmission lines when and as initially constructed.

The location of the burden shall be fixed to the degree occupied by the initial structure upon completion of such structure, except as otherwise provided for herein. 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, capacity of the line, number or location of lines, 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 located outside of or within the easement, 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 easement 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 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 \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF MISSOURI     )  
  ) SS  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_(husband and wife)(a single person) to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that they/he/she executed the same as their/his/her 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.

\_\_\_\_\_  
Notary Public

My Commission expires:

\_\_\_\_\_  
Print Name