

Signed For: \_\_\_\_\_

Account Number: \_\_\_\_\_

**NOTICE OF CONFIDENTIALITY RIGHTS:** If you are a natural person, you may remove or strike any or all of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.

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

THE STATE OF TEXAS

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**KNOW ALL MEN BY THESE PRESENTS:**

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COUNTY OF \_\_\_\_\_

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That \_\_\_\_\_, whose mailing address is \_\_\_\_\_, of the County of \_\_\_\_\_, State of \_\_\_\_\_ ("Grantor", whether one or more), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration received by Grantor from CHEROKEE COUNTY ELECTRIC COOPERATIVE ASSOCIATION, a Texas electric cooperative corporation ("Cooperative"), the receipt and sufficiency of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto the Cooperative its successors and assigns ("Grantee"), a permanent easement and right-of-way ("Easement") for the purpose of constructing, erecting, operating, maintaining, repairing, inspecting, patrolling, improving, reconstructing, removing, replacing and providing adequate clearances for electric transmission lines, electric distribution lines and communication systems (consisting of a variable number of: wires and circuits, communication lines of any type, optical fiber or other cables, electric, data transmission and communication facilities, etc.) and all necessary or desirable equipment, improvements and appurtenances, including poles made of wood, metal or other materials, guy wires, anchors and foundations (all the above items and appurtenances hereinafter referred to collectively as the "Facilities") at or near the location in and along the general course to be determined by the Cooperative (or as described below), across and upon Grantor's "Real Property" described as follows:

\_\_\_\_\_ Survey, Abstract No. \_\_\_\_\_, \_\_\_\_\_ County, Texas, more particularly described in a deed from \_\_\_\_\_, to \_\_\_\_\_, dated \_\_\_\_\_, recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_, or under clerk's file number \_\_\_\_\_, of the Official Public Records of \_\_\_\_\_ County, Texas.

The Easement shall be a total of thirty (30) feet wide, being fifteen (15) feet on each side of the centerline of the Facilities as subsequently constructed extending on, under, over and across the Real Property. {The Easement is more particularly} {depicted on **Exhibit A** attached hereto.} /or/ {described as \_\_\_\_\_.

Grantor covenants and agrees, for himself and his heirs, successors and assigns, that the Cooperative shall have all rights and benefits necessary or convenient for the full enjoyment and use of the rights herein granted, including, but not limited to, the right of ingress and egress for pedestrians, equipment and vehicles over Grantors' adjacent lands to and from the Easement for the purpose of constructing, erecting, operating, maintaining, repairing, inspecting, patrolling, improving, reconstructing, removing, replacing and providing adequate clearances for the Facilities; the right to relocate and rebuild the Facilities within the Easement; the right to remove, trim, cut down or otherwise control the growth of trees or shrubbery or parts thereof or any other obstructions which may endanger, interfere or impair the efficiency, safety or convenient operation of the Facilities; Grantor shall not alter the Easement area, construct any structure or improvement nor impound

any water, nor place any temporary or permanent improvement, equipment or appurtenances including any mast-type equipment within the Easement area that conflicts with the National Electrical Safety Code or any applicable law, as either the same now exists or may be amended in the future.

NOTWITHSTANDING THE FOREGOING, THE COOPERATIVE SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO TRIM, DESTROY, REMOVE OR CUT TO THE GROUND ALL TREES, BRUSH OR OTHER OBSTRUCTIONS, OR TO CORRECT OTHER ISSUES WITHIN THE EASEMENT AREA WHICH, IN THE JUDGMENT OF COOPERATIVE, MAY ENDANGER OR INTERFERE WITH THE PROPER MAINTENANCE AND OPERATION OF THE FACILITIES OR ITS EASEMENT AND RIGHTS HEREIN GRANTED. THIS RIGHT SHALL NOT ONLY ACCRUE TO GRANTEE WITHIN THE DESCRIBED EASEMENT, BUT SHALL ALSO EXTEND OUTSIDE THE EASEMENT, TO REMEDY SUCH OBSTRUCTIONS OR OTHER ISSUES.

Grantor, his heirs, personal representatives, successors and assigns reserve use of the land within the Easement area for general agricultural and grazing purposes, streets, driveways and parking areas, provided such use shall not include the growing of trees thereon or any other use which might interfere with the exercise of the rights granted to Grantee by this Easement.

Grantor warrants that Grantor is the owner of said Real Property and has the right to execute and grant this Easement. Grantor agrees that the Facilities installed on the Easement by Cooperative shall remain Cooperative property, removable at Cooperative's option. The Cooperative may install gates in fences crossing the Easement herein granted. The Easement and rights granted herein are exclusive, and Grantor agrees not to convey any other easements or rights within the Easement that would interfere with the Cooperative's Easement and rights herein granted.

TO HAVE AND TO HOLD the above-described Easement and rights unto the Cooperative, its successors and assigns, and Grantor does hereby bind himself, his heirs, personal representatives, successors and assigns, to warrant and forever defend all and singular the above-described Easement and rights unto the Cooperative, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and words used in the masculine gender shall be construed to read in the feminine or neuter as appropriate.

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**GRANTOR:**

**GRANTOR** (if more than one):

\_\_\_\_\_  
Signature of Grantor

\_\_\_\_\_  
Signature of Grantor

\_\_\_\_\_  
Printed Name of Grantor

\_\_\_\_\_  
Printed name of Grantor

**ACKNOWLEDGEMENT**

**STATE OF TEXAS**

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**COUNTY OF** \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by  
\_\_\_\_\_, Grantor.

\_\_\_\_\_  
Stamp of Notary Public, State of Texas

\_\_\_\_\_  
Signature of Notary Public, State of Texas

**ACKNOWLEDGEMENT** [if more than one Grantor]

**STATE OF TEXAS**

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**COUNTY OF** \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by  
\_\_\_\_\_, Grantor.

\_\_\_\_\_  
Stamp of Notary Public, State of Texas

\_\_\_\_\_  
Signature of Notary Public, State of Texas

**AFTER RECORDING, RETURN TO:**

Cherokee County Electric Cooperative Association  
c/o Engineering Department  
P.O. Box 257  
Rusk, Texas 75785

Right-Of-Way Easement