

MEMBER NAME: _____ ACCOUNT# _____

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property 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 §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF _____ §

THAT _____, whose mailing address is _____, of the County of _____, State of _____, hereinafter called "Grantor", whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including the advantages which will accrue to Grantor by the construction of electric transmission and/or distribution lines or system hereinafter described, has GRANTED, SOLD, and CONVEYED and by these presents does GRANT, SELL, and CONVEY unto CHEROKEE COUNTY ELECTRIC COOPERATIVE ASSOCIATION, a Corporation, whose address is P.O. Box 257, Rusk, Texas 75785, of the County of Cherokee, State of Texas, and to its successors or assigns, hereinafter called "Grantee", an easement and right-of-way for electric transmission and/or distribution lines or system, consisting of variable number of wires, circuits, poles, guys, and all necessary or desirable appurtenances and structures, at or near the location in and along the general course to be located and now staked out by said Grantee, over, across, and upon Grantor's land in the _____ 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, said easement being thirty (30) feet wide, being fifteen (15) feet on each side of the centerline of the electric distribution/transmission facilities as subsequently constructed extending on, under, over and across Grantor's property. Said easement and right-of-way is more particularly described as follows:

Being a 30 foot wide utility easement, being centered on electric distribution facilities subsequently constructed extending on, under, over and across Grantor's property referenced above.

Grantee, its successors and assigns, is hereby expressly given and granted the right to assign this easement and right-of-way, or any part thereof, or interest therein.

Grantee shall have all other rights and benefits necessary and convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to, the right to erect, place, construct, operate, repair, maintain, relocate, and replace poles, variable number of wires, circuits, single or multiple guy anchorages and all other necessary or desirable appurtenances or structures for electric transmission and/or distribution lines or system along the course of said right-of-way described above, together with the right of ingress and egress for the purpose of constructing, improving, inspecting, maintaining, operating and removing said lines, appurtenances and structures; and the right to relocate said lines in the same relative position to any adjacent road, if one exists. Grantee shall likewise have the right at any and all times to cut, trim, otherwise destroy, and keep clear of said lines and appurtenances all trees, shrubs, and other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the proper maintenance and operation of said lines. BY AFFIXING HIS SIGNATURE HEREINBELOW, GRANTOR EXPRESSLY ACKNOWLEDGES AND AGREES THAT GRANTEE SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO TRIM, DESTROY, REMOVE, OR CUT TO THE GROUND ALL TREES, BRUSH, OR OTHER OBSTRUCTIONS THAT ARE TALL ENOUGH OR IN SUCH CLOSE PROXIMITY AS TO ENDANGER OR INTERFERE WITH THE PROPER MAINTENANCE AND OPERATION OF SAID LINES. THIS RIGHT SHALL NOT ONLY ACCRUE TO GRANTEE WITHIN THE DESCRIBED EASEMENT, BUT SHALL ALSO EXTEND OUTSIDE OF THE HEREINABOVE DESCRIBED EASEMENT AND RIGHT-OF-WAY WHICH, IN THE SOLE JUDGMENT OF GRANTEE, ENDANGERS OR MAY INTERFERE WITH THE PROPER MAINTENANCE AND OPERATION OF SAID LINES AND APPURTENANCES. Grantor shall not make changes in the grade, elevation, or contour of the land, or construct buildings, structures, pools, lakes, ponds, or other improvements on the land which could interfere with the exercise of Grantee of the rights herein granted, unless Grantor shall have obtained the prior written consent of Grantee.

The undersigned Grantor, his heirs or assigns, reserves the right to fully use and enjoy said premises except as the same may be necessary for the purposes herein granted. Likewise, Grantee shall locate the lines, structures, and appurtenances in such a manner as to pose the least Possible interference to Grantor's use and enjoyment of said premises. SO LONG AS IT DOES NOT MATERIALLY INCREASE THE COST OF CONSTRUCTION.

Grantor agrees that all poles, wires, circuits, other facilities, and appurtenances, including any main service entrance equipment, installed on the above described easement and right-of-way by Grantee, shall remain the property of Grantee, removable at the option of Grantee, at Grantee's expense, upon termination of service to, on, under, over, and across on said property described hereinabove.

TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, its successors and assigns, until all of said lines shall be abandoned or until such time as Grantee ceases to use said easement and right-of-way for electric transmission and/or distribution lines or system purposes.

Grantor does hereby bind himself, his heirs, legal representatives, and assigns to warrant and forever defend, all and singular the above described easement and the rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The easements, rights and appurtenances granted herein are exclusive, and Grantor covenants that he will not convey any other easement or conflicting rights within the area covered by this easement and right of way. Further, Grantee shall have the right to prevent the construction of any buildings, structures, or other obstructions which may injure, endanger, or interfere with the efficiency, safety, proper maintenance, and operation of said electric transmission and/or distribution lines or system, structures and appurtenances.

This easement agreement may be amended or modified in whole or in part only by written agreement of the parties hereto or their respective heirs, successors, or assigns.

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural, and that 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

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20_____, by _____.

Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20_____, by _____.

Notary Public, State of Texas