

ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY

THE STATE OF TEXAS §
COUNTY OF \_\_\_\_\_ § KNOW ALL MEN BY THESE PRESENTS:

DATE:

GRANTOR(S):

GRANTOR(S)
MAILING ADDRESS:

GRANTEE: FANNIN COUNTY ELECTRIC COOPERATIVE, INC.

GRANTEE'S MAILING ADDRESS: P.O. Box 250
Bonham, Texas 75418-0250

CONSIDERATION: The provision of electrical service and/or other benefits inuring to GRANTOR(S) and/or Ten and No/100s dollars (\$10.00) and/or other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged and accepted by GRANTOR(S).

EASEMENT PROPERTY: The EASEMENT PROPERTY is a tract of land described as follows (check one):

[ ] Platted Property

Lot(s) \_\_\_\_\_ in Block \_\_\_\_\_ of the \_\_\_\_\_ Subdivision/Addition, in the city of \_\_\_\_\_, (cross out if property not within city limits), \_\_\_\_\_ County, Texas, according to the map or plat thereof recorded in the Plat Records of such county.

[ ] Unplatted Property

Approximately \_\_\_\_\_ acres of land, more or less, out of the \_\_\_\_\_ Survey No. \_\_\_\_\_, Abstract No. \_\_\_\_\_, in \_\_\_\_\_ County, Texas, as more particularly as described in an instrument recorded in Volume \_\_\_\_\_, Page(s) \_\_\_\_\_, of the \_\_\_\_\_ Records of \_\_\_\_\_ County, Texas. Instrument No. \_\_\_\_\_, Property ID \_\_\_\_\_

EASEMENT PROPERTY 911 ADDRESS: \_\_\_\_\_

Upon location of its FACILITIES as designated by GRANTEE, the EASEMENT PROPERTY shall be that portion of the property located within 15 feet in all directions of GRANTEE's FACILITIES on the property described above.

The EASEMENT PROPERTY shall include use of the subsurface below and air space above for any of the PURPOSES. The EASEMENT PROPERTY shall also include such portions of adjoining property and adjacent surface of land owned by GRANTOR(S) as may be necessary for the PURPOSES stated below or for GRANTEE to exercise its rights with respect to this EASEMENT.

**GRANT:** GRANTOR(S), for the CONSIDERATION received by GRANTOR(S), hereby grants, transfers, sells, assigns, and conveys to GRANTEE an EASEMENT appurtenant and Right-of-Way along, on, over, under, and across the EASEMENT PROPERTY, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE and GRANTEE's successors and assigns forever. GRANTOR(S) also grants to GRANTEE the right and authority to license, permit, or otherwise agree to the joint use or occupancy of the EASEMENT PROPERTY and the line, poles, equipment, devices, system, or other facilities now or hereafter thereon by any other person or entity for electrification, electric transmission or distribution, communications, data transmission, telephone, television, and other similar purposes.

**PURPOSES:** The EASEMENT, right-of-way, and other rights and privileges herein granted shall include:

1. the right to place, construct, reconstruct, rephase, upgrade, expand the capability of, change the size or number of circuits of, operate, maintain, repair, inspect, patrol, relocate within the EASEMENT, rebuild, replace and remove thereon and/or in or upon said land, overhead and/or underground electric transmission or distribution lines, equipment, or systems consisting of a variable number of wires, cables, poles, towers, and circuits, and all other necessary or desirable appurtenances, including, but not limited to, supporting structures, conductors, wires, insulators, racks, cables, conduits, transformers, equipment, manholes, poles, props, anchors and guys, and other facilities, whether made of wood, metal, or other materials (collectively, the "FACILITIES"), with the privilege of anchoring any support cables or other devices outside that EASEMENT when deemed necessary by GRANTEE to support FACILITIES within said EASEMENT; and
2. the right to any additional temporary working space about or near the EASEMENT as may be reasonably necessary, together with the right of pedestrian, equipment, and/or vehicular ingress and egress over GRANTOR(S)'s adjoining land to or from said EASEMENT for the purposes of placing, constructing, reconstructing, rephasing, patrolling, inspecting, upgrading, expanding the capability of, changing the size or number of circuits of, operating, repairing, maintaining, relocating within the EASEMENT, replacing, and/or removing said FACILITIES and appurtenances pertaining thereto; and
3. the right to clear the right of way of all obstructions, to cut, trim or remove trees and/or shrubbery located on, over or within said EASEMENT through any means deemed reasonable and appropriate by GRANTEE, including the use of machinery and the application of herbicides, and including any control of the growth of other vegetation in or about the EASEMENT which may incidentally and necessarily result from the means of control employed; and
4. the right to cut, trim or remove trees and/or shrubbery that may interfere with or threaten to endanger the operation, reliability, efficiency and/or maintenance of the FACILITIES; and

5. the right to cut, trim or remove all dead, weak, leaning or dangerous trees and/or shrubbery located outside the EASEMENT which may be of sufficient height or length to strike said FACILITIES in falling; and
6. the right to read any meter and/or perform any act related to the provision of electric service to GRANTEE's cooperative members on said land; and
7. the right to license, permit, or otherwise agree to the joint use of occupancy of the FACILITIES by any other person, association, or corporation, for telephone, cable television, or other types of communication services; and
8. the right to use such portion of GRANTOR(S)'s property along and adjacent to the EASEMENT PROPERTY and right-of-way as may be reasonably necessary in connection with the PURPOSES stated or any part thereof; and
9. the right of free access to the EASEMENT at all reasonable hours to perform the aforementioned activities, and at any time to restore service or during an emergency.

**ACCESS:** GRANTOR(S) shall have the right of pedestrian, equipment, and vehicular ingress and egress at all times upon and across the EASEMENT PROPERTY. GRANTEE shall also have the right of ingress and egress over existing and future roads across the adjacent or remainder property of GRANTOR(S) for the purpose of obtaining access. In the event that access is not reasonably available over existing roads, GRANTEE shall have the right of reasonable ingress and egress over the adjacent property of GRANTOR(S) along any route that is reasonable under the circumstances then existing in order to obtain access. GRANTEE shall have the right to use such portion of the property along and adjacent to the EASEMENT PROPERTY and right-of-way as may be reasonably necessary in connection with the construction, reconstruction, repair or other PURPOSES stated above, or any part thereof.

**TERM:** The EASEMENT and access rights granted herein, as well as the covenants made herein, shall be perpetual and appurtenant to the land, unless abandoned by GRANTEE for a period of 10 years.

**STRUCTURES:** GRANTOR(S) shall not construct or locate on the EASEMENT PROPERTY any structure, obstruction, or improvement. GRANTEE shall have the right to prevent construction of or remove from the EASEMENT PROPERTY any structures, obstructions, or improvements. GRANTOR(S) agrees to pay GRANTEE the reasonable cost for removal of any structures, obstructions, or improvements GRANTOR(S) installs, erects, or creates in the EASEMENT PROPERTY after the effective date of this EASEMENT. For the purposes of this section, after location of the FACILITIES as contemplated above, "EASEMENT PROPERTY" means only that portion of the property located within 15 feet in all directions of GRANTEE's FACILITIES on the property described above. This agreement shall be a covenant running with the land for the benefit of GRANTEE and its successors and assigns.

**FENCES:** GRANTOR(S) may construct fences across the EASEMENT provided GRANTOR(S) constructs, or allows GRANTEE to construct, a gap, gate or other access across the EASEMENT to permit reasonable access for GRANTEE through and across said EASEMENT. GRANTEE shall have the right to install locks on any gates or gaps which limit GRANTEE's access to the EASEMENT.

**DAMAGES:** It is understood and agreed that the CONSIDERATION received by GRANTOR(S) includes adequate compensation for all damages for the initial construction and all operation and maintenance of the utility facilities, equipment, or system, as well as all damages, if any, to GRANTOR(S)'s property which may occur in the future after the original construction of the utility facilities, equipment, or system, directly resulting from GRANTEE's exercise of any PURPOSE. GRANTEE shall not be liable for damages caused by keeping the EASEMENT PROPERTY clear of trees, undergrowth, brush, and obstructions.

**MINERALS:** GRANTOR(S) expressly reserves all oil, gas, and other minerals owned by GRANTOR(S), in on, and under the EASEMENT PROPERTY, provided that GRANTOR(S) shall not be permitted to, and shall not allow any person or entity to, drill or excavate for minerals on or from the surface of the EASEMENT PROPERTY, but GRANTOR(S) may extract oil, gas, or other minerals from and under the EASEMENT PROPERTY by directional drilling or other means which do not interfere with or disturb GRANTEE's use of the EASEMENT PROPERTY.

**OWNERSHIP:** GRANTOR(S) agrees that all FACILITIES and appurtenances thereto installed upon the EASEMENT PROPERTY by GRANTEE shall at all times remain the property of GRANTEE and are removable at the option of GRANTEE.

**ASSIGNMENT:** This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon GRANTEE and GRANTOR(S), and their respective heirs, personal representatives, successors, and assigns. This EASEMENT and rights and privileged granted herein to GRANTEE may be assigned (and/or licensed) by GRANTEE in whole or in part.

**ENTIRE AGREEMENT:** This EASEMENT contains all covenants and terms between GRANTOR(S) and GRANTEE related to the EASEMENT. Any oral representations or modifications concerning this EASEMENT shall be of no force and effect. Any subsequent amendment or modification to this EASEMENT must be in writing and signed by GRANTOR(S) and GRANTEE.

**NO WAIVER:** The failure of GRANTEE to enforce any default or breach of any covenant, condition, or stipulation in this EASEMENT, or the delay by GRANTEE in the use of any right herein granted, shall not be treated as a waiver of such default or breach, or of any subsequent default or breach, of the same or any other covenant, condition, or stipulation, or as a waiver of any right of GRANTEE or of the ability of GRANTEE to use such right at a future date.

**MISCELLANEOUS:** When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "GRANTEE" includes the employees, contractors, and authorized agents of GRANTEE.

**WARRANTY:** GRANTOR(S), and its successors, assigns, and heirs, warrants title to and shall forever defend the EASEMENT and all rights thereunder to GRANTEE, its successors and assigns, against anyone lawfully claiming or to claim the EASEMENT or any part thereof.

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**GRANTOR(S):**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

Individual Acknowledgement

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_ by \_\_\_\_\_, GRANTOR(S), and  
\_\_\_\_\_, GRANTOR(S).

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

Corporate Acknowledgement

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_ by \_\_\_\_\_, in his capacity as \_\_\_\_\_ of  
\_\_\_\_\_ a \_\_\_\_\_ corporation, on behalf of said  
corporation, GRANTOR(S).

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

After Recording, Return this  
Document to:

Fannin Electric Cooperative, Inc.  
P.O. Box 250  
Bonham, Texas 75418-0250