



or any applicable law, as may now exist or may be amended in the future, and Grantor further agrees that this prohibition shall be a covenant running with the land. Such prohibited construction shall include, but not be limited to, new construction of a habitable structure, major modification to a preexisting habitable structure, stock tanks, dams, storage piles, swimming pools, antenna, spas, water wells, or oil wells. Grantor agrees that the Cooperative shall have the right to remove, or cause to be removed, at Grantor's sole cost, any obstructions Grantor installs, erects or creates after the effective date of this Easement and which limit or impede Cooperative's access to, through or across said easement, or which interferes with or threatens to endanger the operation, reliability, efficiency, construction, reconstruction, or maintenance of Cooperative's utility facilities or systems.

Grantor may construct fences across the easement provided the Grantor constructs, or allows the Cooperative to construct, a gap, gate or other access across this easement thereby permitting reasonable access for Cooperative through and across said easement. Cooperative shall have the right to install locks on any gates or gaps which limit Cooperative's access to easement.

The Grantor of the easement warrants that to the best of Grantor's knowledge the easement is free of Grantor-owned underground structures and/or utilities, and the Grantor of the easement will locate, or cause to be located, and reasonably mark all known Grantor-owned underground utilities and/or structures owned by Grantor or used to provide a service of any type to Grantor along the dedicated easement. Should the Cooperative damage or otherwise excavate an underground structure, utility or similar unmarked facility owned by Grantor the Grantor shall assume all liability and agrees to save and hold harmless the Cooperative from any and all damages except those arising out of gross negligence of the Cooperative. The Grantor shall NOT be liable for damage to any facility, pipeline, structure or underground utility damaged by the Cooperative which is not owned by the Grantor or which is not used to provide a service of any type to Grantor.

This Utility Easement and Right-Of-Way contains all covenants and terms between Grantor and Cooperative related to the Easement. Any oral representations or modifications concerning this Utility Easement and Right-Of-Way shall be of no force and effect. Any subsequent amendment or modification to this Utility Easement and Right-Of-Way must be in writing and agreed to by the Grantor and Cooperative. No waiver by Cooperative of any default or breach of any covenant, condition, or stipulation herein contained, or delay by Cooperative in the utilization of any right herein granted, shall be treated as a waiver of any subsequent default or breach of the same or any other covenant condition or stipulation, or as a waiver of any right of Cooperative or of the ability of Cooperative to utilize any such right at a future date.

TO HAVE AND TO HOLD the Easement unto said Cooperative, its successors and assigns, forever, and Grantor hereby binds Grantor, and Grantor's successors, assigns, and heirs to warrant and forever defend all and singular said Easement and rights thereunder unto Cooperative, its successors and assigns, against every person whomsoever lawfully claiming or to claim by through or under 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 that words in the masculine gender shall be construed to read in the feminine.

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

**GRANTOR:**

\_\_\_\_\_ Signature

\_\_\_\_\_ Printed Name(s)

and Title(s)

THE STATE OF TEXAS

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

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument as Grantor and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

\_\_\_\_\_  
Notary's Name Printed

My Commission Expires:\_\_\_\_\_