

UTILITY EASEMENT AND RIGHT-OF-WAY

THE STATE OF TEXAS §
COUNTY OF \_\_\_\_\_ §

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, hereinafter called "Grantor" (whether one or more), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, transfer, sell, assign and convey unto KARNES ELECTRIC COOPERATIVE, INC., a Texas electric cooperative corporation, having its principal office at 1007 N. Hwy 123, Karnes City, Texas 78118, and to its successors and/or assigns, hereinafter called "Cooperative," a perpetual continuous easement and right-of-way (the "Easement") along, over, under and across the following described property:

Approximately \_\_\_\_\_ acres primarily located within the \_\_\_\_\_ Survey, No. \_\_\_\_\_, Abstract No. \_\_\_\_\_, and more particularly as described in a Deed recorded in Document No. \_\_\_\_\_, Volume \_\_\_\_\_, Page(s) \_\_\_\_\_, Deed Records of \_\_\_\_\_ County, Texas.

When the said equipment, devices and other property is/are installed as designated by Cooperative, the Easement herein granted shall be a thirty (30) foot wide easement located fifteen (15) feet on both sides of the center conductor of the electric distribution line as built by Cooperative with an additional fifteen (15) foot radius around each guy location, as needed or as indicated on the attached exhibit, if any. Notwithstanding any other provision to the contrary, in addition to the strip of land thirty (30) feet in width located as specified in this paragraph, Cooperative shall have the right as part of the Easement to use at any time as much of the surface of the land of Grantor adjacent to such strip of land thirty (30) feet in width as may be reasonably necessary for Cooperative to exercise its rights with respect to the Easement.

The right-of-way, utility easement, and other rights and privileges herein granted shall include:

- 1. the right to place, construct, reconstruct, rephase, upgrade, expand the capability of, operate, maintain, repair, relocate within this easement, rebuild, replace and remove thereon and/or in or upon said land, the overhead and/or underground electric distribution lines, equipment or system consisting of variable number of wires, and all other necessary or desirable appurtenances, including, but not limited to, conductors, wires, racks, cables, conduits, equipment, manholes, and poles made of wood, steel, concrete or other materials, props, anchors and guys, with the privilege of anchoring any support cables or other devices outside that easement when deemed necessary by the Cooperative to support equipment 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 and/or vehicular ingress and egress over Grantor's adjoining land to or from said utility easements for the purposes of placing, constructing, reconstructing, rephasing, patrolling, inspecting, upgrading, expanding the capability of, operating, repairing, maintaining, relocating within this easement, replacing, and/or removing said utility facilities, equipment and systems 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 Cooperative, 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 said utility facilities, equipment or system; 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 utility facilities, equipment and system in falling; and
6. the right to read any meter and/or perform any act related to the provision of electric service to Members on said land; and
7. the right to license, permit, or otherwise agree to the joint use of occupancy of the line or system by any other person, association or corporation, for telephone, cable television, or other types of communication services; and
8. 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.

The rights hereby granted to Cooperative may be assigned (and/or licensed) by Cooperative in whole or in part. Grantor covenants that Grantor, Grantor's heirs, successors and assigns shall not, individually, or in combination with others, interfere directly or indirectly with Cooperative's use of this Easement now or at any time in the future, or with the efficiency, safety, or convenient operation of the utility(ies), utility service(s), related equipment, devices, appliances, and/or other property.

Grantor shall not construct nor cause or allow to be constructed any structure, building or improvement, nor plant any trees, nor impound any water, nor place any temporary or permanent erection of any mast-type equipment or appurtenances within the easement in any manner as to interfere with the safe, efficient and convenient operation of the Cooperative's facilities, equipment or systems, or which conflict with the National Electrical Safety Code or any other Code 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. This Utility Easement and Right-of-Way may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

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

**GRANTOR(S):**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

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

THE STATE OF TEXAS

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

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

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