

ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY

STATE OF TEXAS LINE NO. _____
COUNTY OF _____
DATE: _____, _____
GRANTOR: _____

GRANTOR'S MAILING ADDRESS (including county): _____

GRANTEE: NAVASOTA VALLEY ELECTRIC COOPERATIVE, INC.
GRANTEE'S MAILING ADDRESS: P.O. BOX 848
FRANKLIN, TEXAS 77856

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

EASEMENT PROPERTY (check one):

[] Defined Easement. The EASEMENT PROPERTY is a tract of land consisting of _____ acres, more or less, more particularly described in the attached Exhibit A, field note description and plat, incorporated herein for all purposes.

[] Blanket Easement. The EASEMENT PROPERTY is a tract of land described as follows (check one):

[] Platted Property. Lot(s) _____, in Block _____ Addition, and addition in the city of _____, (cross out city if property is not within city limits), _____ County, Texas, according to the map or plat thereof recorded in the Plat Records of such county.

[] Un-platted Property. _____ acres of land, more or less, out of the _____ Survey in _____ County, Texas as more fully described in an instrument recorded in Volume _____, Page _____, of the _____ Records of _____ County, Texas.

For Blanket easements, upon location by GRANTEE of its distribution lines, poles and/or other facilities on said property, the EASEMENT PROPERTY shall be limited to that portion of the property within _____ feet in all directions of GRANTEE'S lines, poles, guys, anchors, or other facilities on GRANTOR'S tract of land described above.

The EASEMENT PROPERTY shall include use of the subsurface below and air space above for the PURPOSE herein stated. This easement shall also include such portions of adjoining property owned by Grantor as is necessary for the PURPOSES stated below.

PROJECT: Electric distribution line or lines, consisting of a variable number and sizes of wires, cables, poles, circuits, and all necessary or desirable appurtenances, appliances, facilities, and equipment (including but not limited to supporting structures, insulators, transformers, guy wires, anchorages and other facilities whether made of wood or other materials).

GRANT: GRANTOR, for the CONSIDERATION received by GRANTOR, hereby grants, sells, and conveys to GRANTEE an EASEMENT appurtenant and Right-of-Way in, upon, 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 also grants to GRANTEE the right and authority to use the line, system, or facilities for electrification, its own communications, or other similar purposes.

PURPOSE: The EASEMENT, right-of-way, rights, and privileges herein granted shall be used for the purpose of providing electric utility service, constructing, placing, operating, maintaining, reconstructing, replacing, relocating, reconstituting, changing the size or nature of, rebuilding, upgrading, removing, inspecting, patrolling, and/or repairing the PROJECT or any part of the PROJECT, and making connections therewith, and to undertake the same for any of the other joint uses authorized herein. The purpose shall also include use of the EASEMENT, right-of-way, right and privileges granted herein for any use directly related to the PROJECT or other studies. GRANTEE shall have the right to place temporary poles, anchorages, guys, and supporting structures for use in erecting or repairing the PROJECT. 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 PURPOSES stated, or any one or more of them relating to the PROJECT, or any part thereof.

ACCESS: GRANTOR shall have the right of pedestrian, equipment, and vehicular ingress and egress over existing roads across the adjacent or remainder property of GRANTOR 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 along any route that is reasonable and appropriate 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 purpose stated above relating to the PROJECT, 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 the GRANTEE for a period of 10 years.

TREES: GRANTEE shall have the right to cut, trim, chemically treat with herbicides, and/or remove trees, shrubs, bushes, brush, and vegetation within or adjacent to the EASEMENT PROPERTY or otherwise necessary to realize the PURPOSE herein stated. However, advance notice of at least 3 days shall be provided prior to the application of herbicides, and the GRANTOR shall have the right to use alternative means of vegetation removal at owner's expense if done according to a time schedule agreeable to the GRANTEE.

STRUCTURES: GRANTOR shall not construct or locate on the EASEMENT PROPERTY any structure, obstruction or improvement. GRANTEE shall have the right to remove from the EASEMENT PROPERTY any structure, improvement, or obstruction and GRANTOR agrees to pay GRANTEE the reasonable cost of such removal and this agreement shall be a covenant running with the land for the benefit of GRANTEE.

DAMAGES: It is understood and agreed that the CONSIDERATION received by GRANTOR includes adequate compensation for all damages for the initial construction and all operation and maintenance of the PROJECT as well as all damages, if any, to GRANTOR's property which may occur in the future after the original construction of the PROJECT, 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 expressly reserves all oil, gas, and other minerals owned by GRANTOR, in, on, and under the EASEMENT PROPERTY, provided that GRANTOR shall not be permitted to, and shall not allow any party to, drill or excavate for oil, gas, and other minerals on or from the surface of the EASEMENT PROPERTY, but GRANTOR 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 agrees that all poles, wires, cables, circuits, appurtenances, facilities, appliances, and equipment installed upon the EASEMENT PROPERTY shall at all times remain the property of the GRANTEE and is removable at the option of the GRANTEE.

ASSIGNMENT AND MISCELLANEOUS: This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon GRANTEE and GRANTOR, and their respective heirs, personal representatives, successors, and assigns. 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 warrants and shall forever defend the EASEMENT to GRANTEE against anyone lawfully claiming or to claim the EASEMENT or any part thereof.

GRANTOR:

INDIVIDUAL ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, _____, _____, GRANTOR, and _____, GRANTOR.

Notary Public, State of Texas

Typed or Printed Name

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, _____, by _____, in his capacity as _____ of _____ a _____ corporation, on behalf of said corporation, GRANTOR.

Notary Public, State of Texas

Typed or printed name

After Recording, Return this document to:

LOCATION _____

Navasota Valley Electric Cooperative, Inc.
P.O. Box 848
Franklin, Texas 77856-0848