

ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY

STATE OF TEXAS

LINE NO. _____

COUNTY OF _____

EASEMENT NO. _____

GRANTOR: _____

DATE: _____, 20__

GRANTOR'S MAILING ADDRESS: _____

(City)

(State)

(County)

Grantee: San Patricio Electric Cooperative, Inc.

Grantee's Mailing Address: P. O. Drawer 400
Sinton, Texas 78387

Consideration: The provision of electric service and/or other benefits inuring to Grantor and/or Ten and No/100 dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged and accepted by Grantor.

Easement Property (check either Defined Easement or Blanket Easement):

[] 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, Lots (s) _____, in Block _____, _____ Addition/Subdivision, an addition/subdivision in the City of _____, (cross out "the city of" if property is not within city limits), _____ County, Texas, according to the map or plat thereof recorded in the Plat Records of such county.

[] Unplatted Property. _____ acres of land, more or less, out of the _____ Survey, A-_____ 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 transmission/distribution lines, poles, and/or other facilities on said property, the Easement Property shall be limited to that portion of the property within 15 feet in all directions of Grantor's lines, poles, guys, anchors, or other facilities on the 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, towers and circuits, and all necessary or desirable appurtenances, facilities and equipment (including, but not limited to, supporting structures, insulators, transformers, guy wires, anchorages, conduits, vaults, pads, meters and other facilities whether made of wood, metal, or other materials).

Grant: Grantor hereby grants, sells, and conveys to Grantee an Easement and Right-of-Way in, upon, over, under and across the Easement Property, together with all and singular the rights and appurtenances thereto in anyway 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 license, permit or otherwise agree to the joint use or occupancy of the line system, or facilities by any other person or entity for electrification, telephone, telegraph, television or similar purposes.

Purpose: The Easement, right-of-way, rights and privileges herein granted shall be used for the purpose of providing electric service, constructing, placing, operating, maintaining, reconstructing, replacing, relocating, reconstituting, enlarging, 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, reading meters thereon, 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, rights and privileges granted herein for any use directly related to the Project or financing of the Project, including but not limited to performing archaeological, historical, environmental, or other studies. Grantee shall have the right to place temporary poles, towers, 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 above relating to the Project, or any part thereof.

Access: Grantee shall have the right of pedestrian, equipment, and vehicular ingress and egress at all times upon and across the Easement Property for the above stated Purpose. Grantee shall also have the right of ingress and egress over existing roads across the adjacent or remainder property of Grantor for the purpose of obtaining access, **including the installation of a San Patricio Electric Coop lock in conjunction with Grantor's facilities for ingress.** In the event that access in 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, and shall remain in effect until abandoned by the Grantee.

Obstructions: 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 stated above.

Structures: Grantor shall not construct or locate on the Easement Property any structure, obstruction or improvement (other than roads and fences), Grantee shall have the right to remove from the Easement Property any structure, improvement, or obstruction (other than roads and fences), 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 its rights hereunder in connection with any Purpose stated above relating to the Project, or any part thereof. 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 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 conducting all such extractions operations on adjoining land, 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 and equipment installed upon the Easement Property shall at all times remain the personal property of the Grantee and are removable at the option of the Grantee.

Assignments 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 Property or any part thereof.

(GRANTOR)

(GRANTOR)

Individual/Corporate Acknowledgment

THE STATE OF TEXAS

COUNTY OF _____

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

(Grantor)

Notary Public, State of Texas

After Recording, Return this Document to:
San Patricio Electric Cooperative, Inc.
P. O. Drawer 400
Sinton, Texas 78387