

EASEMENT AND RIGHT OF WAY AGREEMENT

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF _____

That the undersigned, hereinafter called "Grantor" (whether one or more) for good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto Lamar County Electric Cooperative Association Inc. (hereinafter called the "Cooperative"), an easement and right of way described below for the placement and operation of Cooperative's electric power and communication lines and related facilities, consisting of a variable number of wires together with any and all necessary or desirable appurtenances, attachments and related facilities (including, among other items, structures, towers, poles, supports, guy supports and anchorages and other usual and customary fixtures) for the transmission or distribution of electricity and communications, said facilities to be erected simultaneously or at different times in the future, UPON, OVER, ALONG, ACROSS AND UNDER that certain land located in _____ County, Texas, more particularly described as follows:

The width of the easement shall be _____ feet wide, with one half (1/2) of such distance on either side of Cooperative's lines, poles, or other facilities.

TOGETHER WITH THE RIGHT of ingress, and egress over, through and upon such land, and over Grantor's adjacent lands to or from said right of way, at all times for the purpose of providing electric utility service (overhead or underground) including placing, constructing, operating, improving, reconstructing, repairing, relocating, inspecting, patrolling, changing capacity, maintaining, and removing all or such facilities as Cooperative may in its sole discretion from time to time find necessary, convenient, or desirable; TOGETHER WITH THE RIGHT of reading any meter or performing any act related to the provision of utility service; TOGETHER WITH THE RIGHT, but not the obligation, at all times to trim, cut down, dispose of and/or control by chemical means, all undergrowth, trees and parts thereof to the extent Cooperative in its sole judgment deems necessary to prevent possible interference with or hazards to the safety, operation and/or reliability of any of said lines and to cut down from time to time all dead, weak, leaning or dangerous trees outside the easement area that are tall enough to strike the wires in falling; and TOGETHER WITH THE RIGHT to remove or to prevent the construction of any and all buildings, structures and obstructions on such land. If any such buildings, structures or obstructions are constructed or permitted by Grantor to exist on said land without the prior written consent by Cooperative, then the Cooperative shall have the right to remove same from said land and Grantor agrees to pay Cooperative the reasonable cost of removal. The Cooperative at no time shall have the obligation to make additional payments to the Grantor for the exercise of any of the rights contained herein.

This easement is perpetual and the provisions hereof will inure to the benefit of and bind the heirs, successors, and assigns of the respective parties hereto. Grantor, both for himself and his heirs, successors and assigns, agrees to warrant and forever defend, all and singular, the above described easement and right unto Cooperative, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Executed this _____ day of _____, A.D. _____

GRANTOR: _____

GRANTOR: _____

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, 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 _____ A.D. _____

Notary Public in or for the State of Texas
My Commission Expires: _____