

Rusk County Electric Cooperative, Inc.
Distribution Easement and Right of Way

THE STATE OF TEXAS §
COUNTY OF §
KNOWN ALL MEN BY THESE PRESENTS:

That

of the County of, State of Texas, 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, assign and convey unto RUSK COUNTY ELECTRIC COOPERATIVE, INC., a Texas corporation having its principal office at 3162 State Hwy 43 East, Henderson, Texas, 75652, and to its successors and/or assigns, hereinafter called "RCEC," a perpetual continuous easement and right-of-way (the "Easement") for the purpose of placing, constructing, installing, inspecting, improving, operating, reconstructing, repairing, maintaining, replacing, relocating, changing the configuration of, modifying overhead and/or underground utilities and utility services described below and any and all related equipment, devices, appliances, and other property as they now exist or shall be hereinafter installed, including all appurtenances, attachments, and related acts deemed by RCEC to be necessary and/or desirable for its operation, over, under, across and upon Grantor's land, described as follows:

A tract of land consisting of approximately acres / lots primarily located within the Survey, Abstract No., dated and more particularly described in a Deed recorded in Volume, Page, Deed records of County, Texas.

This Easement may be more properly defined by Attachment, if any, however it shall be limited to, and may not be less in width than a strip of land thirty (30) feet in width with the center line thereof being the center of the line(s) and other equipment, devices, appliances and property as installed.

Notwithstanding any other provision to the contrary, in addition to the strip of land located as specified in this paragraph, RCEC 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 as may be reasonably necessary for RCEC to enjoy the benefits of the Easement and/or to exercise its rights with respect to the Easement.

RCEC (and its designees) is hereby granted as part of the Easement, (a) the right of pedestrian and vehicular ingress and egress over, across and upon said land for the purpose of placing, constructing, installing, inspecting, improving, operating, reconstructing, repairing, maintaining, replacing, relocating, changing the configuration of, modifying in size, number, operating capacity or otherwise and removing the said utility(ies) and/or utility service(s) and related equipment, devices, appliances, and other property, as well as reading any meter and performing any act related to the utility(ies) and/or the utility service(s); (b) the right (but not the obligation) to relocate said utility(ies), utility service(s), and related equipment, devices, appliances and other property in the same relative position to any adjacent road, if the same is widened in the future; (c) the right (but not the obligation) to trim, remove, or chemically treat with herbicide or growth inhibitors any trees and other foliage located thereon or on adjoining Grantor property which might, in the judgment of RCEC, damage or interfere with the operation of any permitted utility(ies), utility service(s) or related equipment, device, appliance and/or other property or otherwise be preferable; and (d) the right (but not the obligation) to prevent the construction or placement within the Easement herein granted of any buildings, materials, structures or other obstructions which may, in the sole judgment of RCEC, endanger or interfere with RCEC's use of this Easement or the efficiency, safety or convenient operation of said utility(ies), utility service(s), or related equipment, devices, appliances and other property now or at any time in the future. If such buildings, materials, structures, or other obstructions are constructed or otherwise placed within the Easement by Grantor or any other party, without the prior written consent of RCEC, then RCEC shall have the right to remove same from such space and the Grantor agrees to pay RCEC the reasonable cost of such removal. Grantor shall not make changes in grade, elevation or contour of the land within the Easement without prior written consent of RCEC. This agreement, easement and right-of-way, together with all other provisions of this grant, shall constitute a covenant burdening the land and is an easement in gross for the benefit of RCEC, its successors and assigns.

The Grantor expressly reserves for Grantor, and Grantor's successors and assigns, all rights to use the land with respect to which this Easement is herein granted for purposes which do not, in the sole judgment of RCEC, interfere with the exercise by RCEC of the rights hereby granted. The rights hereby granted to RCEC may be assigned (and/or licensed) by RCEC in whole or in part. The Grantor agrees that all equipment, devices, appliances and other property, installed over, under, across, and upon the above-described lands, shall remain the property of the installing party, removable at the option of RCEC. Grantor may construct fences across the easement provided the Grantor constructs, or allows Grantee to construct, a gap, gate or other access permitting reasonable access for RCEC through and across said easement. The Grantor of the Easement warrants that the easement is free of underground structures and/or utilities.

Grantor further covenants that Grantor, Grantor's heirs, successors and assigns shall facilitate and assist RCEC in exercising its rights herein described. Grantor further covenants that Grantor, Grantor's heirs, successors and assigns shall not, individually, or in combination with others, interfere directly or indirectly with RCEC'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.

The undersigned Grantor further represents that he/she has full authorization and capacity to execute this easement and to bind all other persons or entities claiming interest in the subject property, and to grant this easement to RCEC, its successors and assigns. This Utility Easement and Right-Of-Way contains all covenants and terms between Grantor and RCEC 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 RCEC. No waiver by RCEC of any default or breach of any covenant, condition, or stipulation herein contained, or delay by RCEC 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 RCEC or of the ability of RCEC to utilize any such right at a future date.

TO HAVE AND TO HOLD the Easement unto said RCEC, its successors and assigns, forever, and Grantor hereby binds Grantor, and Grantor's successors, assigns, and heirs to warrant and forever defend said Easement unto RCEC, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any party thereof.

EXECUTED the day of, 20.

GRANTOR(S): GRANTOR(S):
(Signature) (Printed Name)
(Signature) (Printed Name)

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF _____

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

by _____.
(printed landowners name)

Notary Public, State of Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF _____

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

by _____.
(printed landowners name)

Notary Public, State of Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF _____

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

by _____.
(printed landowners name)

Notary Public, State of Texas

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF _____

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

by _____.

of _____.

a _____ corporation, on behalf of said corporation.

Notary Public, State of Texas

FOR OFFICE USE ONLY

Representative _____

Account Name: _____

S.O. Number _____

Location _____

Grantor's Name _____

Account Number _____

After recording please return to:

Rusk County Electric Cooperative
P.O. Box 1169
Henderson, Texas 75653

Notary Public, State of Texas