

ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY

STATE OF TEXAS δ Line No. _____
COUNTY OF _____ δ Easement No. _____
DATE: _____, 20__ δ

GRANTOR: _____
GRANTOR'S MAILING ADDRESS (including county): _____

GRANTEE: WISE ELECTRIC COOPERATIVE, INC.

GRANTEE'S MAILING ADDRESS: P. O. Box 269
Decatur, Texas 76234

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 describe 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:

Being _____ acres of land in the _____ Survey, Abstract number _____ in _____ County, and fully described by metes and bounds in that instrument which is recorded at Vol. _____, Page _____ of the Records of _____ County, Texas.

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 10 feet in all directions of GRANTEE'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,

PROJECT: Electric transmission and/or 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, appliances, facilities and equipment (including but not limited to supporting structures, insulators, transformers, guy wire, anchorages and other facilities whether made of wood, metal, or other materials).

GRANT: GRANTOR, for the CONSIDERATION received by GRANTEE, 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 way 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 of occupancy of the line system, or facilities by any other person or entity for electrification, telephone, telegraph, television 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, rights and privileges granted herein for any use directly related to the PROJECT or financing 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, 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 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. 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.

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 minerals on or from the surface of the EASEMENT PROPERTY, but GRANTOR may extract oil, gas or any 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 are removable at the option of the GRANTEE.

ASSIGNMENT AND MISCELLANEOUS: This instrument, and the terms and conditions 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 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

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COUNTY OF _____

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This instrument was acknowledged before me on this _____ day of _____, 20____, by _____ GRANTOR.

Notary Public, State of Texas

(Printed or Stamped Name of Notary)

My Commission Expires: _____

Corporate Acknowledgment

STATE OF TEXAS

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COUNTY OF _____

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This instrument was acknowledged before me on this _____ day of _____, 20____, by _____, in his capacity as _____ of _____ corporation, on behalf of said corporation, GRANTOR.

Notary Public, State of Texas

(Printed or Stamped Name of Notary)

My Commission Expires: _____

After Recording, Return this Documents to:

Wise Electric Cooperative, Inc.
P.O. Box 269
Decatur, Texas 76234