

**MID-SOUTH SYNERGY
MID-SOUTH ELECTRIC
COOPERATIVE ASSOCIATION**

**ELECTRIC LINE EASEMENT
AND RIGHT-OF-WAY
(Blanket-Individual)**

Service to _____
Ticket # _____

STATE OF TEXAS .
COUNTY OF _____ .

DATE: _____, 20____

GRANTOR: _____

_____ (address)

GRANTEE: MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION, dba MID-SOUTH SYNERGY
P. O. Box 970
Navasota, Grimes County, Texas 77868 (return recorded easement to this address)

CONSIDERATION: The provision of electrical 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 consideration is deemed valuable to GRANTOR and is hereby expressly acknowledged and accepted by GRANTOR.

EASEMENT: The EASEMENT is located upon, over, across, and/or under a tract of land described as follows (check one):

Platted Property.
Lot(s) _____, in Block _____, _____ Addition, a subdivision in the City of _____, (cross out "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, Abstract # _____, in _____ County, Texas, as more fully described in an instrument recorded in Volume _____, Page _____, Records of _____ County, Texas/ _____ County Clerk's File No. _____, (confirm volume/page/file number of vesting deed).

Upon location by GRANTEE of its transmission/distribution lines, poles, and/or other facilities on the tract of land described above, the EASEMENT herein granted shall be limited to that portion of the tract of land described above within ten (10) feet in all directions of GRANTEE's lines, poles, guys, anchors, or other facilities on the tract of land described above. The approximate location of the EASEMENT is shown on the attached sketch, if any. The EASEMENT shall include the use of so much of the subsurface below and air space above as may be needed for the PURPOSE herein stated. This EASEMENT shall also include such portions of adjoining property owned by Grantor as is necessary for the PURPOSE stated below.

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 wires, anchorages and other facilities whether made of wood, metal, 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 tract of land described herein, together with all and singular the rights and appurtenances thereto in any wise belonging, TO HAVE AND HOLD the EASEMENT 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 person or entity for electrification, telephone, telegraph, television, data transmission, 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 of the PROJECT, including but not limited to performing archeological, 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 and right-of-way as may be reasonably necessary in connection with the PURPOSE stated, or any one or more of them 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 for the above stated PURPOSE and any joint use. 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 and right-of-way as may be reasonably necessary in connection with the construction, reconstruction, repair, or other PURPOSE 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 consecutive years.

TREES/SHRUBS: 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 or otherwise necessary to realize the PURPOSE herein stated. Reasonable Notice shall be given in advance of the use of herbicides and GRANTOR may remove vegetation prior to treatment with herbicides, if desired.

STRUCTURES/OBSTRUCTIONS: GRANTOR shall not construct or locate on the EASEMENT any structure, obstruction, or improvement. GRANTEE shall have the right to remove from the EASEMENT any structure, improvement, or obstruction, and Grantor agrees to pay GRANTEE the reasonable cost of such removal, including court costs and attorney's fees incurred by GRANTEE should suit be brought to enforce this provision. This provision 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 rights for the PURPOSE granted. GRANTEE shall not be liable for damages caused by keeping the EASEMENT 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, 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, but GRANTOR may extract oil, gas, or other minerals from and under the EASEMENT by directional drilling or other means which do not interfere with or disturb GRANTEE's use of the EASEMENT or any part thereof.

OWNERSHIP: GRANTOR agrees that all poles, wires, cables, circuits, appurtenances, facilities, appliances, and equipment installed upon the EASEMENT 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 GRANTOR and GRANTEE, 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.

Recording Information:

GRANTOR:

STATE OF TEXAS .
COUNTY OF _____ .

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

Notary Public, State of Texas