

**COLEMAN COUNTY ELECTRIC COOPERATIVE, INC.  
EASEMENT**

**THE STATE OF TEXAS**

**COUNTY OF** \_\_\_\_\_

The undersigned, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have bargained, sold and conveyed, and by these presents do hereby bargain, sell and convey unto COLEMAN COUNTY ELECTRIC COOPERATIVE, INC., a Corporation whose post office address is P. O. Box 860, Coleman, Texas 76834, hereinafter called Grantee, and to its successors and assigns, an easement and right-of-way across the following described real property situated in \_\_\_\_\_ County, Texas, with the right to construct, reconstruct, operate, maintain, replace, and repair an electric distribution line, with authority to cut and trim trees and shrubbery thereon to keep the wires and system cleared, together with the right of ingress and egress across said easement for necessary purposes, but none other, such easement granted being described as follows:

**A tract of land approximately \_\_\_\_\_ acres in area, located \_\_\_\_\_ miles in a**

\_\_\_\_\_ **Direction from the Town of \_\_\_\_\_ and further described as follows:**

**Survey/Legal Description** \_\_\_\_\_

**in** \_\_\_\_\_ **County, Texas.**

**Description: Power Line on above described property easement being 10' either side of pole center line.** \_\_\_\_\_

Except for the rights and privileges hereinafter specifically granted, Grantors reserve, save and except to themselves, their heirs successors and assigns forever, any and all other rights and privileges in relation to such real property except no permanent building, home or similar type structure shall be placed upon any part of the easement area or any use made thereof which would unreasonably interfere with the rights and privileges herein specifically conveyed unto the Grantee.

Grantee shall and hereby does indemnify and hold harmless Grantors, their heirs, successors and assigns, from and against all liability, damages, suits actions, cost and expenses of whatsoever nature to persons or property caused or arising out of Grantee's negligence or willful acts relating to the construction, operation, maintenance, alteration, and/or service of the electric distribution lines.

Further, Grantee shall compensate Grantors, their heirs, successors and assigns for any injury or loss of livestock on said land which may arise from Grantee's negligence or willful acts in exercise of its rights under this easement.

Any brush, trees or rocks which are excavated by Grantee shall be piled or stacked at intervals along the easement lines designated by Grantors, or at other places mutually agreeable to Grantors and Grantee. However, there shall be no damages paid for normal, customary and anticipated damages caused by the initial construction.

Grantors and Grantee jointly acknowledge that this easement contemplates and authorizes an electrical distribution line system (including telecommunications facilities for Grantee's own use) upon and over the surface of the easement area, with there being no subsurface excavation authorized except only in relation to the setting of poles, guys and braces.

The undersigned agree that all poles, wires and other facilities installed on the above described premises shall remain the property of Grantee. In the event Grantee, its successors or assigns, should cease using such electrical distribution line for the purposes herein authorized, or abandon same, then Grantee agrees for itself, its successors and assigns, that it will remove all of its equipment and facilities within a reasonable time, at its expense, at the request of Grantors, Grantors' heirs, successors or assigns, and deliver to Grantors a release of this easement in recordable form. All duties and obligations herein imposed or required are performable by either party in the county where the land is located.

TO HAVE AND TO HOLD the above described easement and premises, together with all and singular the rights and appurtenances thereto as authorized in any wise belonging unto COLEMAN COUNTY ELECTRIC COOPERATIVE, INC., a private corporation, its successors and assigns, being the Grantee herein, and Grantors do hereby bind their heirs, successors, executors and administrators to warrant and forever defend all and singular the said premises and easement unto said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through and under us, but not otherwise.

**DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_,**

**Landowner Signature** - \_\_\_\_\_

**Landowner Print Name** - \_\_\_\_\_

**THE STATE OF TEXAS**

**COUNTY OF** \_\_\_\_\_

**This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ by**

**(Landowners Name)** \_\_\_\_\_ ;

\_\_\_\_\_.

\_\_\_\_\_  
**Notary Public, State of Texas**