

ROW Number _____ of _____ Service Address/ _____
Location: _____

Account Name _____

Account # _____ Map: _____

STATE OF TEXAS }
COUNTY of _____ }

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, _____, of the county of _____ and the State of Texas, hereinafter called "Grantor," for and in consideration of one dollar (\$1.00) and other good and valuable consideration, to Grantor in hand paid by Heart of Texas Electric Cooperative, Inc., hereinafter called "Grantee," the receipt and sufficiency of which is hereby acknowledged, has GRANTED, SOLD, AND CONVEYED and by these presents does GRANT, SELL, AND CONVEY unto said Cooperative an easement and right-of-way for the location and construction of one or more electric power lines and communication lines, each consisting of a variable number of wires, and all necessary and desirable appurtenances and attachments: including poles, guy wires, and guy anchorage, specifically including _____ poles and _____ guy anchorage and/or _____ feet of _____ phase underground/overhead primary and _____ feet of underground/overhead secondary over, across, and upon all that certain land located in _____ County, Texas, being that property described in that certain warranty deed, herein, dated the _____ day of _____, _____, which deed is recorded in Volume _____, Page _____ or Document No. _____, of the deed records of _____ reference is here made for a full and complete description of the property subject to this easement.

Said easement and right-of-way shall include the right by Grantee to construct, reconstruct, rephase, repair, upgrade, operate, and maintain on or through the above described land an electric distribution line or system; cut, trim, and control the growth by chemical means, machinery or otherwise of trees and shrubbery located within such proximity to said line as may reasonably interfere with or threaten or endanger the operation and maintenance of said line or system (including any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed); and to license, permit, or otherwise agree to the joint use of the line or system by any other person, association or corporation, for electrification or communication purposes.

The undersigned agrees that all poles, wires, and other facilities installed on the above-described land are and shall remain the property of the Cooperative, with removal at the option of the Cooperative, upon termination of service to or on or through said lands **and in the event that Grantee ceases to use the easement herein granted for a period of two (2) years, then this easement shall terminate and automatically revert in full to Grantor, its successors and assigns.**

For safety purposes, buildings, trees or other obstructions are not permitted in the path of the power line. The Cooperative requires a twenty (20) foot wide (10 feet on each side of the power line and 100 feet high) unobstructed right-of-way that is free and clear of buildings, trees or other obstructions.

Notwithstanding any other provision of this easement, Grantor retains unto itself the right to use the above-described easement and right-of-way for any purpose, which does not impair or interfere with the safe and effective maintenance and operation of the electrical distribution line located thereon.

Grantor covenants that it is the owner of the above-described land and that it has the unencumbered right to grant such easement and right-of way.

DATE AND EXECUTED this _____ day of _____,

Grantor: _____

Signed

Mailing _____

Address: _____

ACKNOWLEDGMENT

STATE OF TEXAS }
COUNTY of _____ }

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

by _____.

Notary Public, State of Texas

(SEAL)