

EASEMENT AND RIGHT OF WAY

THE STATE OF TEXAS §
COUNTY OF \_\_\_\_\_ §

KNOW ALL MEN BY THESE PRESENTS

Table with 2 columns and 3 rows: MAP LOCATION, WORK ORDER #, SERV LOCATION.

That, \_\_\_\_\_ ("Grantor", whether one or more), being the owner of the land described below and with the capacity to grant and convey the easement rights herein, for good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant, sell and convey unto Medina Electric Cooperative, Inc. (the "Cooperative"), whose address is P.O. Box 370, Hondo, Texas, 78861, and to its successors or assigns, an easement and right of way (the "Easement") over, under, across, above and upon the land of the Grantor, situated in \_\_\_\_\_ County, Texas, more particularly described as:

Large empty rectangular box for describing the land.

Said Easement being twenty (20) feet (and greater than 20 feet up to 40 feet as necessary, at angles in the line) in width on each side of the facilities placed on said land by the Cooperative (the "Easement Area"), as shown by the attachment hereto, along with the right of access for ingress and egress over the Easement Area and Grantor's adjacent lands. Cooperative shall have the right to place, construct, reconstruct, rephase, repair, operate, maintain, relocate and replace on the Easement Area an electric distribution line or system. Cooperative shall also have the right to cut and trim trees and shrubbery located within the Easement Area (including by use of herbicides approved by the U.S. Environmental Protection Agency); and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike any component of said line or system in falling.

In granting this Easement, it is understood that all poles and guys will be placed to form the least possible interference to the existing use of the land, so long as it does not materially increase the cost of construction. Grantor shall have the right to use the Easement Area for any use that does not materially or unreasonably interfere with the Cooperative's rights granted herein, as determined by the Cooperative; provided, however, that Grantor shall not place or construct a building or any other facilities within the Easement Area.

Grantor agrees that all poles, wires and other facilities, installed on the Easement Area at the Cooperative's expense, shall remain the property of the Cooperative, removable at the option of the Cooperative. Grantor shall not make or cause any changes in grade, elevation or contour of the land within the Easement Area without the written consent of Cooperative.

TO HAVE AND TO HOLD the Easement unto the Cooperative, its successors and assigns, until all of said lines or systems shall be abandoned, and in that event, this Easement shall cease and all rights granted herein shall terminate and revert to Grantor or Grantor's heirs, successors or assigns. Grantor hereby binds Grantor and Grantor's heirs, successors, assigns and legal representatives, to warrant and forever defend the above-described Easement unto Cooperative, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. This Easement may be assigned in whole or in part.

IN WITNESS WHEREOF, the undersigned have set their hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

STATE OF \_\_\_\_\_ § \_\_\_\_\_

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

by \_\_\_\_\_, Grantor.

Notary Public, State of \_\_\_\_\_

[Notary Stamp]