

UTILITY EASEMENT

I, _____ (Grantor), for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT and CONVEY unto **COLEMAN COUNTY ELECTRIC COOPERATIVE, INC.**, a Texas electric cooperative corporation, P.O. Box 860, Coleman, Coleman County, Texas 76834, a perpetual easement in, on, over, across, under and through the following described real property owned by Grantor and located in the County of _____, State of Texas, which property is described as follows:

A _____ +/- acre parcel located in Section _____, Block _____, Survey _____ in _____ County, Texas, being more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes.

If no detailed description is attached, then the easement shall be located 15' on either side of the distribution/transmission line as actually constructed on the Property.

The Easement granted by this instrument is subject to the following conditions:

The Easement is non-exclusive and is granted to CCEC for the supplying, transmission and distribution of electric current, power and energy and telecommunications services to the public. CCEC has the right to install, operate, relocate, construct, reconstruct, add to, maintain, inspect, patrol, enlarge, repair, and replace Utility Facilities upon, over, under, and across the Property included in the Easement and to remove Utility Facilities from the Property, and the right of ingress and egress on Grantor's adjacent property for the same purposes. For purposes of the Easement, the phrase "Utility Facilities" shall include a variable of number of conductors or wires or fiber strands, insulators or crossarms, protective devices, meters, conduits, terminal boxes, transformers, transmitters, antennas, pedestals, structures, poles, props, guys, anchors, and other necessary and desirable devices relating to above ground or underground distribution or transmission of electric current, power or energy or of communications signals. CCEC has the right to remove all trees, branches, or other obstructions which might endanger or interfere with the operation, safety, or efficiency of the Utility Facilities on the Property on which the Easement is located. CCEC will install and maintain Utility Facilities on the Property on which the Easement is located according to National Electric Safety Code in effect at the time of installation. The Utility Facilities are owned by CCEC and removable by CCEC. CCEC shall enjoy the rights, benefits, and privileges conveyed by this instrument only until such time as the Utility Facilities on the Property are abandoned, at which time all right, title, and interest of CCEC in the Property will revert to the party that then owns the Property. Grantor will have the right to use the Property for any purposes consistent with the rights granted to CCEC by the Easement if Grantor's use does not endanger or interfere with CCEC's use of the Easement. CCEC has the right to assign all or part of the rights it receives under the Easement. The Easement will inure to the benefit of CCEC and CCEC's successors and assigns. Grantor reserves unto itself all oil, gas and other minerals in and under the easement property above described, it being the intent of Grantor and CCEC that no claim whatsoever to the minerals is given or implied by the grant of this right of way easement. The undersigned Grantor covenants that it is the owner of the above described lands and that said lands are free and clear of liens of whatsoever character other than liens in favor of lienholders who have given their consent to this easement by their joinder herein.

Grantor binds Grantor and Grantor's heirs, executors, administrators, successors, and assigns to WARRANT and FOREVER DEFEND, all and singular, the rights granted to CCEC by this instrument.

Name of Coleman County Electric Cooperative Member requesting order: _____ Act# _____

Signed on the _____ day of _____, 202__.

[Individual Grantor Signature]

[Individual Grantor Signature]

[Individual Grantor Printed Name]

[Individual Grantor Printed Name]

THE STATE OF TEXAS '

;

COUNTY OF * '

;

This instrument was acknowledged before me on the _____ day of _____, 202__.

Notary Public, State of Texas