

**AERIAL RIGHT OF WAY EASEMENT**

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

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

That the undersigned, hereinafter called "**Grantor**" (whether one or more), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, transfer, sell, assign and convey unto KARNES ELECTRIC COOPERATIVE, INC., a Texas electric cooperative corporation, having its principal office at 1007 N. Hwy 123, Karnes City, Texas 78118, and to its successors and/or assigns, hereinafter called "**Cooperative**" a perpetual, continuous, unobstructed aerial utility easement and right of way described herein, over and across a tract of land owned by Grantor consisting of the following:

Approximately \_\_\_\_\_ acres primarily located within the \_\_\_\_\_ Survey, No. \_\_\_\_\_, Abstract No. \_\_\_\_\_, and more particularly as described in a Deed recorded in Document No. \_\_\_\_\_, Volume \_\_\_\_\_, Page(s) \_\_\_\_\_, Deed Records of \_\_\_\_\_ County, Texas.

This unobstructed aerial easement herein granted shall be not more than fifteen (15) feet in width from the center line of the electric distribution line constructed by the Cooperative and described as follows:

The right-of-way, utility easement, and other rights and privileges herein granted shall include:

1. the right to place, operate, maintain, repair and remove thereon over said land, the overhead electric distribution lines, equipment or system consisting of variable number of wires, and all other necessary or desirable appurtenances; and
2. the right to any additional temporary working space about or near the easement as may be reasonably necessary, together with the right of pedestrian and/or vehicular ingress and egress over Grantor's adjoining land to or from said utility easements for the purposes of patrolling, inspecting, upgrading, modifying, expanding the capability of, operating, repairing, maintaining, relocating within this easement, replacing, and/or removing said utility facilities, equipment and systems and appurtenances pertaining thereto; and
3. the right to clear the right of way of all obstructions, to cut, trim or remove trees and/or shrubbery located on, over or within said easement through any means deemed reasonable and appropriate by Cooperative, including the use of machinery and the application of herbicides, and including any control of the growth of other vegetation in or about the easement which may incidentally and necessarily result from the means of control employed; and
4. the right to cut, trim or remove trees and/or shrubbery that may interfere with or threaten to endanger the operation, reliability, efficiency and/or maintenance of said utility facilities, equipment or system; and
5. the right to cut, trim or remove all dead, weak, leaning or dangerous trees and/or shrubbery located outside the easement which may be of sufficient height or length to strike said utility facilities, equipment and system in falling; and
6. the right of free access to the easement at all reasonable hours to perform the aforementioned activities, and at any time to restore service or during an emergency.

The rights hereby granted to Cooperative may be assigned (and/or licensed) by Cooperative in whole or in part. Grantor covenants that Grantor, Grantor's heirs, successors and assigns shall not, individually, or in combination with others, interfere directly or indirectly with Cooperative's use of this easement now or at any time in the future, or with the efficiency, safety, or convenient operation of the utility facilities, related equipment, devices, appliances, and/or other property, and Grantor further agrees that this prohibition shall be a covenant running with the land. Grantor agrees that the Cooperative shall have the right to remove, or cause to be removed, at Grantor's sole cost, any obstructions Grantor installs, erects or creates after the effective date of this easement and which limit or impede Cooperative's access to, over, or across said easement, or which interferes with or threatens to endanger the operation, reliability, efficiency, or maintenance of Cooperative's utility facilities or systems.

Grantor agrees that all conductors and other material and equipment installed over the above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative.

This Aerial Right of Way Easement contains all covenants and terms between Grantor and Cooperative related to the easement. Any oral representations or modifications concerning this Aerial Right of Way Easement shall be of no force and effect. Any subsequent amendment or modification to this Aerial Right of Way Easement must be in writing and agreed to by the Grantor and Cooperative. No waiver by Cooperative of any default or breach of any covenant, condition, or stipulation herein contained, or delay by Cooperative in the utilization of any right herein granted, shall be treated as a waiver of any subsequent default or breach of the same or any other covenant condition or stipulation, or as a waiver of any right of Cooperative or of the ability of Cooperative to utilize any such right at a future date.

TO HAVE AND TO HOLD the easement unto said Cooperative, its successors and assigns, forever, and Grantor hereby binds Grantor, and Grantor's successors, assigns, and heirs to warrant and forever defend all and singular said easement and rights thereunder unto Cooperative, its successors and assigns, against every person whomsoever lawfully

claiming or to claim by through or under the same or any part thereof.

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words in the masculine gender shall be construed to read in the feminine.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

GRANTOR(s)

\_\_\_\_\_  
Signature(s)

\_\_\_\_\_  
Printed Name(s) and Title(s)

THE STATE OF TEXAS

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

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument as Grantor and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

\_\_\_\_\_  
Notary's Name Printed

My Commission Expires:\_\_\_\_\_