

TRI-COUNTY ELECTRIC COOPERATIVE, INC.
ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY

STATE OF TEXAS

COUNTY OF PARKER STAKING SHEET No. (For internal use only): _____

DATE: AUGUST 14, 2023 Work Order No. _____

GRANTOR: ALEDO INDEPENDENT SCHOOL DISTRICT

GRANTOR'S MAILING ADDRESS: 1008 BAILEY RANCH ROAD
(including county) ALEDO, TEXAS 76008
PARKER COUNTY

GRANTEE: **TRI-COUNTY ELECTRIC COOPERATIVE, INC.**

GRANTEE'S MAILING ADDRESS: 200 Bailey Ranch Road
Aledo, Texas 76008

CONSIDERATION: The provision of electrical service and/or other benefits inuring to **GRANTOR** and/or Ten and No/100's dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of some consideration deemed valuable to **GRANTOR** being hereby expressly acknowledged and accepted by **GRANTOR**.

EASEMENT PROPERTY (check either Defined Easement or Blanket Easement):

Defined Easement. The EASEMENT PROPERTY is a tract of land consisting of _____ acres, more or less, more particularly described in the attached Exhibit A, field note description and plat, incorporated herein for all purposes.

Blanket Easement. The EASEMENT PROPERTY is a tract of land described as follows (check one):

Platted Property.

Lot(s) _____, in Block _____, _____ Addition, an addition in the city of _____, (cross out "City of" if property is not within city limits), _____ County, Texas, according to the map or plat thereof recorded in the Plat Records of such county.

Unplatted Property. 136.237 acres of land, more or less, out of the J.D. KYLE Survey, Abstract No. 792 & the C. JACKSON Survey, Abstract No. 754 in Parker County, Texas, as more fully described in an instrument recorded in Document # 658263 of the Official Records of Parker County, Texas.

GEOGRAPHIC ID: 20792.001.000.00 PROPERTY ID: R000045406

For blanket easements, upon location by **GRANTEE** of its transmission/distribution lines, poles and/or other facilities on said property, the **EASEMENT PROPERTY** shall be limited to that portion of the property within 10 feet in all directions of **GRANTEE'S** lines, poles, guys, anchors, or other facilities on the tract of land described above.

The **EASEMENT PROPERTY** shall include use of the subsurface below and air space above for the **PURPOSE** herein stated. This easement shall also include such portions of adjoining property owned by **GRANTOR** as is necessary for the **PURPOSES** stated below.

PROJECT: Electric transmission and/or electric distribution line or lines, consisting of a variable number and sizes of wires, cables, poles, towers and circuits, and all necessary or desirable appurtenances, appliances, facilities and equipment (including but not limited to supporting structures, insulators, transformers, guy wires, anchorages and other facilities whether made of wood, metal, or other materials).

GRANT: **GRANTOR**, for the **CONSIDERATION** received by **GRANTOR**, hereby grants, sells, and conveys to **GRANTEE** an **EASEMENT** appurtenant and Right-of-Way in, upon, and across the **EASEMENT PROPERTY**, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to **GRANTEE** and **GRANTEE's** successors and assigns forever. **GRANTOR** also grants to **GRANTEE** the right and authority to license, permit or otherwise agree to the joint use or occupancy of the line system, or facilities by any other person or entity for electrification, telephone, telegraph, television or other similar purposes.

PURPOSE: The **EASEMENT**, right-of-way, rights, and privileges herein granted shall be used for the purpose of providing electric utility service, constructing, placing, operating, maintaining, reconstructing, replacing, relocating, reconstituting, changing the size or nature of, rebuilding, upgrading, removing, inspecting, patrolling, and/or repairing the **PROJECT** or any part of the **PROJECT**, and making connections therewith, and to undertake the same for any of the other joint uses authorized herein. The purpose shall also include use of the **EASEMENT**, right-of-way, rights and privileges granted herein for any use directly related to the **PROJECT** or financing of the **PROJECT**, including but not limited to performing archeological, historical, environmental, or other studies. **GRANTEE** shall have the right to place temporary poles, towers, anchorages, guys, and supporting structures for use in erecting or repairing the **PROJECT**. **GRANTEE** shall have the right to use such portion of the property along and adjacent to the **EASEMENT PROPERTY** and right-of-way as may be reasonably necessary in connection with the **PURPOSES** stated, or any one or more of them relating to the **PROJECT**, or any part thereof.

ACCESS: **GRANTEE** shall have the right of pedestrian, equipment, and vehicular ingress and egress at all times upon and across the **EASEMENT PROPERTY** for the above stated **PURPOSE**. **GRANTEE** shall also have the right of ingress and egress over existing roads across the adjacent or remainder property of **GRANTOR** for the purpose of obtaining access. In the event that access is not reasonably available over existing roads, **GRANTEE** shall have the right of reasonable ingress and egress over the adjacent property of **GRANTOR** along any route that is reasonable and appropriate under the circumstances then existing in order to obtain access. **GRANTEE** shall have the right to use such portion of the property along and adjacent to the **EASEMENT PROPERTY** and right-of-way as may be reasonably necessary in connection with the construction, reconstruction, repair or other Purpose stated above relating to the **PROJECT**, or any part thereof.

TERM: The **EASEMENT** and access rights granted herein, as well as the covenants made herein, shall be perpetual and appurtenant to the land, unless abandoned by the **GRANTEE** for a period of 10 years.

TREES: **GRANTEE** shall have the right to cut, trim, chemically treat with herbicides, and/or remove trees, shrubs, bushes, brush and vegetation within or adjacent to the **EASEMENT PROPERTY** or otherwise necessary to realize the **PURPOSE** herein stated.

STRUCTURES: **GRANTOR** shall not construct or locate on the **EASEMENT PROPERTY** any structure, obstruction or improvement. **GRANTEE** shall have the right to remove from the **EASEMENT PROPERTY** any structure, improvement, or obstruction and **GRANTOR** agrees to pay **GRANTEE** the reasonable cost of such removal and this agreement shall be a covenant running with the land for the benefit of **GRANTEE**.

DAMAGES: It is understood and agreed that the **CONSIDERATION** received by **GRANTOR** includes adequate compensation for all damages for the initial construction and all operation and maintenance of the **PROJECT** as well as all damages, if any, to **GRANTOR's** property which may occur in the future after the original construction of the **PROJECT**, directly resulting from **GRANTEE's** exercise of any **PURPOSE**. **GRANTEE** shall not be liable for damages caused by keeping the **EASEMENT PROPERTY** clear of trees, undergrowth, brush, and obstructions.

MINERALS: **GRANTOR** expressly reserves all oil, gas, and other minerals owned by **GRANTOR**, in, on, and under the **EASEMENT PROPERTY**, provided that **GRANTOR** shall not be permitted to, and shall not allow any party to, drill or excavate for minerals on or from the surface of the **EASEMENT PROPERTY**, but **GRANTOR** may extract oil, gas, or other minerals from and under the **EASEMENT PROPERTY** by directional drilling or other means which do not interfere with or disturb **GRANTEE's** use of the **EASEMENT PROPERTY**.

OWNERSHIP: **GRANTOR** agrees that all poles, wires, cables, circuits, appurtenances, facilities, appliances and equipment installed upon the **EASEMENT PROPERTY** shall at all times remain the property of the **GRANTEE** and is removable at the option of the **GRANTEE**.

ASSIGNMENT AND MISCELLANEOUS: This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon **GRANTEE** and **GRANTOR**, and their respective heirs, personal representatives, successors, and assigns. When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "**GRANTEE**" includes the employees, contractors, and authorized agents of **GRANTEE**.

WARRANTY: **GRANTOR** warrants and shall forever defend the **EASEMENT** to **GRANTEE** against anyone lawfully claiming or to claim the **EASEMENT** or any part thereof.

GRANTOR:

BY: _____

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 2____, by _____, **GRANTOR**.

Notary Public, State of Texas



After Recording, Return this Document to:
Tri-County Electric Cooperative, Inc.
200 Bailey Ranch Road
Aledo, Texas 76008

