



EASEMENT INSTRUCTIONS

We wish to help guide you through the process of completing this easement properly. Please find the attached electric easement and follow the guide below. Blank spaces, on the easement, are referenced in this guide by number.

Please complete the easement form according to the following instructions. This easement needs to be returned to HILCO Electric Cooperative, Inc. prior to construction. Failure to do so will delay the timely installation of your electric service.

***** HILCO Electric Cooperative, Inc. requires that a copy of the property deed be ***
submitted, along with this electric easement.**

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Blank #1 (Grantor) : Fill in the name of the property owner. All persons shown on the property deed must be listed as the Grantor. If the property is owned by a Corporation, then the Corporation's name must be inserted here.

Blank #2 (Property of Grantor) : Use the blank area to describe the legal description of the property. If additional space is required, an Exhibit "A" attached as a 4th sheet to the easement may be used. Metes & bounds may be used, but the description from the property deed is most common. A pictorial view of the easement may also be attached as an Exhibit "A".

Blank #3 thru #8 (Filed in the Public Records) : Blank #3 needs to be filled in with the name of the County where the property is located. Blank #4 thru #8 needs to be filled in with the volume number, page number, and the date of which the property was filed in the Public Records Department. This information can be found on the property deed.

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Blank #1 thru #3 (Date) : Enter date in space provided.

Blank #4 thru #7 (Grantor Signature) : Sign on the indicated lines on the left side and print on the right side in the space provided. For Corporations, the President, or Vice-President should sign on the indicated lines on the left side and print on the right side in the space provided. The Corporation should also have a second signature from a representative of management. They will also need to sign on the indicated lines on the left side and print on the right side in the space provided.

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Blank #1 (County of Notary Public) : The notary public should legibly fill in the county where empowered to act.

Blank #2 thru #5 (Date & Grantor Signature) : Enter date in space provided. Sign on the indicated lines provided. For Corporations, the President, or Vice-President and the Secretary or an Assistant Secretary will need to sign on the indicated lines provided.

Blank #6 (Notary Public Signature) : The notary public should legibly fill in all blanks. Blank #6 should be signed by the notary public and affix seal adjacent to the signature of the notary public.

Blank #7 (Notary Public Expiration of Commission) : Fill in the expiration date of commission.

Blank #8 (Notary Public Printed Name) : Printed name of the notary public.

ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS

Grantors: _____
Print Name

Grantee: HILCO ELECTRIC COOPERATIVE, INC., its successors and assigns (hereinafter called the "Cooperative")

Consideration: for good and valuable consideration including the approval and execution of an Electric Service Agreement

Property of Grantor: [legal description]

as described in that document filed in the Public Records of

_____ County, Texas, in Volume Number: _____

Page Number: _____ on the _____ day of _____, 20____.

Easement size: The easement rights herein described shall be no broader than reasonably necessary to provide electric and other utility service. The width of the easement shall be 20 feet, 1/2 of such distance on either side of the Cooperative's lines, poles, or other facilities. The height of the easement shall be from 15 feet beneath the surface of the ground to a height of 70 feet above the ground.

The right-of-way, easement, rights and privileges herein granted shall be used:

- (1) to provide electric utility service, including placing, constructing, operating, repairing, inspecting, rebuilding, replacing, removing, relocating, upgrading, maintaining overhead or underground electric distribution facilities, lines, or cables, by one or more circuits, with necessary foundations, footings, or equipment; extending lines for other service to other property and services beyond the Property; and carrying telephone or cable television wires of the Cooperative or any lessee thereof, which right will continue if the line is deactivated;
- (2) prohibit the construction of any structures (except ordinary fencing) upon, over, under, or within ten lateral feet from any electric line or within such proximity to an above-ground electric facility that such construction would endanger the operation or prevent the maintenance of the line or system, except upon the prior agreement there to by the Cooperative;
- (3) install at angle points guy wires, anchors, and stub poles outside the designated right of way strip;
- (4) clear that land outside the right-of-way strip within ten feet of the service door of any transformer or cabinet located within the right-of-way strip and to keep the area within ten feet of the door clear of trees, structures or other obstructions;
- (5) for underground lines, to construct by digging, trenching, and by other reasonable means, maintain, operate, relocate and replace underground electric facilities, lines, conduits with other necessary apparatus and appliances, either above ground or below ground, to include transformers and service connections, for the purposes of transporting electricity and for the communications purposes of Grantee and its licensees;
- (6) clear the right-of-way of all obstructions, including but not limited to mechanical or chemical means or otherwise;

(7) cut, trim and chemically control trees and shrubbery to the extent necessary to lay cables and to keep and maintain a right-of-way clear of all structures (except ordinary fences), trees, stumps, roots, shrubbery and undergrowth along said electric lines, facilities, or structures for a space of 10 feet on each side of the line;

(8) cut down all

(a) dead, weak or dangerous trees outside of the right-of-way which, in the opinion of the Cooperative representatives, constitute a hazard to or may endanger the safety and proper operation of or maintenance of said lines, facilities, or structures, a danger tree being any tree that is tall enough to strike wires in falling or trees of any species that Grantee determines will grow at maturity to a height that will endanger the property maintenance and operation of said lines, and

(b) limbs outside of the right-of-way strip which, in the opinion of the Grantee, might interfere with or fall upon the electric or communications facilities within the right-of-way strip; and to install guy wire and anchors extending beyond the right-of-way strip when determined necessary by the Grantee;

(9) jointly use or occupy the line or system with any other person, association or corporation for electrification or telephone purposes and to add cable television lines, coaxial cable, or fiber-optic transmission lines and for similar or compatible uses of existing electric line facilities and easements;

(10) read any meter or performing any act related to the provision of utility service; and

(11) use as much of the surface of the Property of Grantor that is reasonably necessary to construct and maintain the facilities within the right-of-way granted. All trees which the Cooperative is authorized to cut by this agreement shall be the property of the Cooperative.

(12) use of Grantors gate to access Property of Grantor. Grantor covenants and assigns the right to the Cooperative to install a Cooperative lock for access to right-of-way, easement, rights and privileges on the Property of Grantor.

The easement, right, and privilege herein granted shall be perpetual, appurtenant to the land, and shall inure to the benefit of the Cooperative, its successors and assigns. Grantor represents that Grantor is the owner of the above-described tract of land and binds himself, his heirs, assigns, and legal representatives to warrant and forever defend the easement and rights described herein to the Cooperative, its successors and assigns.

Grantor further covenants that Grantor, his heirs, successors and assigns shall facilitate and assist Cooperative personnel in exercising their rights and privileges herein described at all reasonable times and shall not build, construct or cause to be erected any building or other structure that may interfere with provision of electric service or the exercise of the rights granted to the Cooperative herein.

Signed this _____ day of _____, 20____.

Grantor:

Sign Name

Print Name

Grantor:

Sign Name

Print Name

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____,
20____ by _____.
Grantor Sign

Notary Public, State of Texas Sign

My Commission Expires: _____

Printed name: _____

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____,
20____ by _____.
Grantor Sign

Notary Public, State of Texas Sign

My Commission Expires: _____

Printed name: _____