

ELECTRIC UTILITY EASEMENT and COVENANT OF ACCESS

PenTex Work Order # 53299 PenTex Location # 2101096001600

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS THAT

COUNTY OF Montague X Montague County
Print Name of Property Owner

The undersigned, hereinafter called "Grantor" (whether one or more) for good and valuable consideration including the approval of an Electric Service Agreement by COOKE COUNTY ELECTRIC COOPERATIVE ASSOCIATION d/b/a PENTEX ENERGY (hereinafter called the "Cooperative"), does hereby covenant access to and grant, sell and convey unto the Cooperative a non-exclusive easement upon and across the following described property of Grantor:

Elizabeth Willis Survey, Abstract No. A-846, Montague County, Texas,

More particularly described in deed from Albert Garza to

Montague County, Texas dated October 2, 2020 and recorded
as Instrument # 2004324
in volume _____, Page _____, Deed records of said County and containing 2.0 acres, more or less.

Metes and bounds description contained in the above instrument is incorporated herein by reference the same as if copied herein word for word.

The right-of-way, easement, rights and privileges herein granted shall be used for the purpose of providing electric utility service (overhead or underground) including the placing, constructing, operating, repairing, inspecting, rebuilding, replacing, removing, relocating of electric lines, guy wires, transformers, apparatus, distribution facilities, equipment and appurtenances as well as reading any meter or performing any act related to the provision of utility service. The Cooperative is specifically granted pedestrian and vehicular ingress and egress.

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 thirty (30) feet, one-half (1/2) of such distance on each side of Cooperative's lines, poles, or other facilities.

The easement, right, and privilege herein granted shall be perpetual, unless abandoned or the easement is not used for a period of 10 years, appurtenant to the land, and shall inure to the benefit of the Cooperative's successors and assigns. Grantor represents, that he 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.

The Cooperative shall have the right to use so much of the surface of the hereinbefore described property of Grantor as may be reasonably necessary to contact, construct, and install within the right-of-way granted hereby the facilities that may at any time be necessary for the purposes herein specified.

The Cooperative shall have the right to clear the right-of-way of all obstructions, to cut and trim trees within the right-of-way or chemically treat trees or shrubbery with herbicides.

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 within fifteen (15) feet of the center line of the Cooperative's facilities or interfere with the provision of electric service or the exercise of the rights granted to the Cooperative herein.

The Cooperative shall have the right to relocate said line in the same relative position to any adjacent road if and as widened in future. Construction of placement of improvements other than fences, gates, and roadways will not be allowed upon or above easement.

Note: The pronouns "his" and "himself" as used herein shall include feminine and neuter genders.

Grantor does hereby bind himself, his heirs and legal representatives, to Warrant and Forever Defend all and singular and above described easement and rights unto the said Cooperative, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

EXECUTED THIS 10th DAY OF October, 20 22
Kevin L. Benton

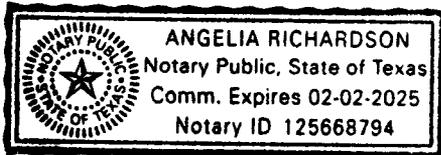
X _____

STATE OF TEXAS

COUNTY OF Montague Before me, the undersigned authority, on this day personally appeared
Kevin L. Benton Known to me to be the person(s) whose names(s) is/are subscribed to the foregoing instrument and acknowledged to me that (he/she/they) executed the same for the purposes and considerations expressed.

Given under my and seal of office this 10th DAY OF October, 20 22.

SEAL



Angelia Richardson
Notary Public, Montague County, Texas