

# SPRINGER ELECTRIC COOPERATIVE, INC.

## RIGHT OF WAY AND LAND USE EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned (the "Grantor", whether single or plural, individual, partnership or corporation, male or female), for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, does hereby grant unto Springer Electric Cooperative, Inc. a New Mexico rural electric cooperative corporation (the "Cooperative"), the address of which is 408 Maxwell Ave., PO Box 698, Springer, NM 87747 and to its successors and assigns, the perpetual right to enter upon the lands of the undersigned, situate in the County of \_\_\_\_\_, State of \_\_\_\_\_ and more particularly described as follows:

And to construct, operate and maintain electric transmission and/or distribution facilities, equipment, line, communications facilities or system (together with all attachments, accessories and appurtenances, the "System") on the above described lands, and/or in or upon all streets, roads or highways abutting said lands (the "Right-of-Way" or "Easement"); together with the right and authority to the Cooperative, its successors, licensees, lessees, contractors, or assigns, and its and their agents and employees to enter at all times upon said Easement Parcel to survey, inspect, construct, repair, remove, replace, reconstruct, patrol, improve, enlarge, upgrade, uprate, and maintain electric transmission and distribution lines and communication facilities, both overhead and underground, including towers, poles, and other supports of whatever materials; together with braces, guys, anchors, cross-arms, cables, conduits, wires, conductors, manholes, transformers and other fixtures, devices, and appurtenances; to cut, trim, and control the growth, by chemical, machinery or otherwise, of trees and shrubbery within the Right-of-Way or, if larger, 15 feet of the centerline of the System, or that may interfere with or threaten to endanger the operation of maintenance of the System, including any control of the growth of other vegetation in the Right-of-Way which may incidentally and necessarily result from the means of control employed; to keep the Right-of-Way clear of all buildings, structures or other obstructions; to place, replace, change, remove, relocate and maintain guys and anchorages on the Right-of-Way of lands of Grantor adjacent thereto necessary to support the System; and to license, permit or otherwise agree to the joint use or occupancy of the System by any other person, association or corporation. Grantor may not utilize the Easement Parcel for the storage of flammable or explosive materials or hay or straw stacks or for the construction, installation or operation of above ground mechanical irrigation facilities.

The Cooperative, at its sole cost and expense, shall maintain and repair the power lines, supporting poles and any related improvements permitted by this easement in good order and condition.

For the purpose of exercising the rights and privileges granted pursuant to the foregoing paragraph, the Cooperative shall have the rights of ingress to and egress from the Right-of-Way, such rights to be exercised in such a manner as shall occasion the least practical damage and inconvenience to the Grantor. The System shall remain the property of the Cooperative and, at its option, is removable.

The Grantor covenants that Grantor is seized of and has the right to convey the Right-of-Way and the rights and privileges granted by this Easement, that the Cooperative shall have quiet and peaceable possession, use and enjoyment of the Right-of-Way and related rights and privileges, and that the Right-of-Way is free and clear of encumbrances and liens of whatsoever character (except those held by the following persons: N/A).

The Grantor reserves the right to take, use and enjoy the land embraced within the Right-of-Way in every manner not inconsistent with this grant, and additionally, so that Grantor will not:

- (1) without the written permission of the Cooperative, erect, construct or maintain any building, fence, wall or other structure on, place or store any materials on, park any vehicle on or grade, excavate, fill or flood the Right-of-Way in any manner which, in the opinion of the Cooperative, may interfere with or threaten to endanger the exercise of the rights and privileges herein granted;
- (2) subject to any greater limitations specified in the National Electrical Safety Code, as the same may be amended from time to time, construct or maintain any building, wall or other structure, or plant trees, within the Right-of-Way or if larger, 15 feet of the centerline; or

(3) make any attachment of any kind to any part of the System.

The restrictions and conditions contained herein shall be incorporated into any conveyance, subdivision plat or restrictive covenants concerning the above described land, being and being intended to be covenants running with the land. The provisions of this Easement may be enforced by either party through any remedy available in law or in equity, specifically including (without limitation) specific performance and injunction; the prevailing party shall be entitled to recover reasonable attorney's fees and expenses in connection with judicial enforcement.

This Easement is assignable, and the provisions hereof shall inure to the benefit of and be binding upon the Grantor and the Cooperative, and their respective heirs, devisees, personal representatives, successors and assigns.

Unless agreed to by both parties and attached and made a part of this document, this Easement represents the full agreement by and between the Grantor and the Cooperative with respect to the rights and privileges contained herein.

IN WITNESS WHEREOF, this Easement has been executed this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Grantor

By \_\_\_\_\_  
Grantor/Title

**ACKNOWLEDGMENT FOR SINGLE PERSON**

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_, a single person dealing with his/her sole and separate property.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

**ACKNOWLEDGMENT FOR MARRIED PERSONS**

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_ and \_\_\_\_\_, his wife.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

**ACKNOWLEDGMENT FOR CORPORATION**

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_ of a \_\_\_\_\_ corporation, on behalf of said corporation.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_