

WIREGRASS ELECTRIC COOPERATIVE, INC.
RIGHT OF WAY EASEMENT

STATE OF ALABAMA,
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, (whether one or more)

(married) (single) (husband and wife) for a good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant unto the Wiregrass Electric Cooperative, Inc., a cooperative (hereinafter referred to as the "Cooperative"), whose post office address is Hartford, Alabama, and to its successors or assigns, the right to enter upon the following described real estate of the undersigned, situated in the County of _____, State of Alabama, described as follows, to-wit:

with the right, privilege, and authority to the Cooperative, its successors and assigns, and its agents, employees, and contractors, to install, place, erect, construct, operate, repair, maintain, relocate and replace thereon beneath or above the described lands and/or in, beneath or upon all streets, roads or highways abutting said land, an electric transmission or distribution line, cable or system, with all necessary appurtenances thereto, and the right to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line, cable or system, to cut down and remove from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike wires in falling, and in the case of underground wires, cables or systems, to any trees or stumps whose trunks or root systems interfere in any way with the installation, operation or maintenance of such underground line, cable or system.

The undersigned agree that all poles, wires, underground cables and other facilities, including any main service entrance equipment, installed on, above or beneath the described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative, upon termination of service to or on said lands.

The grantor herein agrees that no buildings or structures of a fixed or permanent nature shall be placed or erected on the right-of-way beneath or above said line or cables granted herein without the written authorization of the Wiregrass Electric Cooperative, Inc.

The undersigned further agree(s) that the grantor shall be liable for any and all damage done or injuries caused by contact with an underground cable as a result of unauthorized digging or excavation where said cable is located.

The undersigned agree(s) that the grantee herein shall have free and reasonable ingress and egress to the described premises for the purposes of installing, operating, maintaining and removing its equipment in accordance with the provisions of this Right of Way Easement.

The undersigned covenant that they are the owners of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned grantors have hereunto set their hands and seals this the _____ day of _____, 20____.

Signed, sealed and delivered
in the presence of:

(L.S.)

(L.S.)

STATE OF ALABAMA,

_____ COUNTY

I, _____, Notary Public, in and for said County, in said State, hereby certify that _____, whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me this day that, being informed of the contents of the instrument, has/have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 20_____.

NOTARY PUBLIC, _____ County, AL
My Commission Expires: _____

{SEAL}

STATE OF ALABAMA,

_____ COUNTY

I, _____, Notary Public, in and for said County, in said State, hereby certify that _____, whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me this day that, being informed of the contents of the instrument, has/have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 20_____.

NOTARY PUBLIC, _____ County, AL
My Commission Expires: _____

{SEAL}

Grantee's Address:

Prepared By:

Wiregrass Electric Cooperative, Inc.
509 N. State Hwy. 167
Post Office Box 158
Hartford, AL 36344