

# Mora-San Miguel Electric Cooperative, Inc.

## RIGHT-OF-WAY EASEMENT

MSMEC WORK ORDER NUMBER \_\_\_\_\_

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

(unmarried) (husband and wife) for a good valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto MORA-SAN MIGUEL ELECTRIC COOPERATIVE, INC., a cooperative corporation, P.O. Box 240 in Mora, New Mexico, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of \_\_\_\_\_, State of New Mexico and more particularly described as follow:

A tract of land located approximately \_\_\_\_\_ miles \_\_\_\_\_ of \_\_\_\_\_ (town name), New Mexico. Land is located along \_\_\_\_\_ (road creek, valley). Tract is bounded on the north by lands of \_\_\_\_\_, on the east by lands of \_\_\_\_\_, on the south by lands of \_\_\_\_\_, and to the west by lands of \_\_\_\_\_. Tract consists of \_\_\_\_\_ acres, more or less.

The width for the electric distribution line easement to be twenty (20) feet.

Property described in Deed Book \_\_\_\_\_, at page \_\_\_\_\_ filed \_\_\_\_\_ (date).

The Grantor Covenants and Agrees for himself/herself, his/her heirs and assigns not to erect any buildings or structure under Electric Lines and license, permit or otherwise agree to joint use of occupancy of the Electric Lines or system by any other person, association or corporation, and the Grantee its successors and assigns, shall have the right to remove at Grantor's expense, objects interfering with the construction, maintenance, operation, control and use of said Lines.

Grantee shall have the right to construct, operate and maintain on the above-described lands and or in upon all streets, roads, or highways abutting said lands, a distribution line or system, and to cut and trim all trees and shrubbery, and from time to time all dead, weak, leaning or dangerous trees or limbs that are tall enough to strike the wires in falling, within the easement right-of-way, in accordance with all applicable provisions of the most current and accepted criteria of the National Electric Safety Code (NESC) and all applicable and current electrical and safety requirements of the State of New Mexico or the New Mexico Public Regulation Commission. Trees and shrubbery fronting each side of the easement right-of-way shall be trimmed in accordance with the aforementioned standards. Low growing shrubs and trees which do not interfere with the operation and maintenance of the line will be left undisturbed unless written direction to remove is received by the Grantee from the Grantor. The Grantor's written permission shall be received by the Grantee prior to cutting, trimming, topping, and/or removing trees outside of the easement right-of-way unless Grantee, through the use of ordinary care, determines that the trees beyond the easement right-of-way are Dead, or Leaning towards the distribution line or system, and would strike the line in falling; except that shade, fruit, or ornamental trees shall be trimmed and not removed, unless written direction to remove is received by the Grantee from the Grantor. Ordinary care is determined on what the Grantee's experience has shown to be necessary.

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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 whatever character except those held by the following persons:

IN WITNESS HEREOF, the undersigned have set their hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
Signed, sealed and delivered in the presence of:

For County Clerk Use Only
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## COPY OF WARRANTY DEED REQUIRED

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

State of New Mexico

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared

\_\_\_\_\_  
to me known to be the person described in and who executed the foregoing instrument and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first written above.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public