

THE STATE OF TEXAS

THE COUNTY OF POLK

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, COUNTY OF POLK

_____ referred to herein as "Grantor" (whether one or more), for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration to Grantor in hand paid by SAM HOUSTON ELECTRIC COOPERATIVE, INC., referred to herein as "Grantee", a corporation duly incorporated and existing under the laws of the State of Texas, the receipt and sufficiency of which are hereby acknowledged and confessed, have GRANTED, SOLD and CONVEYED, and by these presents do hereby GRANT, SELL and CONVEY unto the said Grantee, an easement and right-of-way for the purpose of erecting, constructing, reconstructing, operating, inspecting, replacing, repairing, patrolling, removing and perpetually maintaining (1) a line of poles (whether wood, metallic or otherwise) with lines of wire, cross arms, guy wires, conduits, stubs and other usual fixtures and property for the erection, construction, maintenance and operation of an electric distribution system, either overhead or underlying, together with all necessary anchors and braces to properly support same, and/or (ii) an underground electric distribution system upon, under, over and across the real property described as follows, (such real property the subject of such easement being hereinafter sometimes called the "Easement Strip"), to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ANY AND ALL PURPOSES AS THOUGH COPIED IN FULL HEREIN.

TO HAVE AND TO HOLD the above described easement and right-of-way unto Grantee, and Grantee's successors and assigns, together with the right and privilege at any and all times to enter upon the Easement Strip, or any part thereof, for the purpose of operating, constructing, inspecting, replacing, repairing, removing, reconstructing, and maintaining said utility line or lines, and for making connections therewith, all subject to the provisions hereof, and Grantor does hereby bind Grantor, and Grantor's heirs, personal representatives and successors, to WARRANT AND FOREVER DEFEND, all and singular, the said easement and right-of-way unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantor acknowledges, represents and warrants to Grantee that (i) Grantor is the owner of good and marketable title to the fee simple of the Easement Strip, (ii) Grantor has the unqualified right to grant the privileges herein contained, and (iii) there are no liens or financial encumbrances against the Easement Strip except as specifically set forth below to-wit:

If a lien holder is named above, then such lien holder joins in the execution hereof to subordinate, and by these presents such lien holder does hereby subordinate, all liens and rights held by such lien holder in connection with any indebtedness secured, in whole or in part, by the Easement Strip to the easement and other related rights conveyed by Grantor to Grantee pursuant hereto.

Grantor hereby grants unto Grantee, its successors and assigns, the right at any time and all times to trim or remove, or otherwise control, without further payment therefore, all trees and underbrush or other obstructions within the Easement Strip lying depicted in Exhibit "A", insofar as same may be embraced within said tract and to trim or remove such hazardous trees on any adjacent land as in the judgment of said Grantee would interfere with or endanger said Grantee's line (s) or the operation thereof.

Grantor reserves unto himself, and Grantor's heirs and assigns, all of Grantor's present interest in and to all oil, gas and other minerals in or under the Easement Strip. It is expressly understood and agreed that Grantor shall not be permitted to drill or operate for oil, gas and other minerals on the Easement Strip, but Grantor shall be permitted to extract any oil, gas and other non-surface minerals from and under the Easement Strip by directional drilling or other means not involving the surface of the Easement Strip.

Grantor expressly reserves unto himself, and his heirs and assigns, the right to use and enjoy the land covered by the Easement Strip for any purposes whatsoever, except insofar as said use and enjoyment interferes with the rights hereby granted to Grantee; provided, however, in no event shall Grantor have the right to place permanent buildings or structures upon the area covered by the Easement Strip.

In the event of any interference or threatened interference with the easement or easement rights herein granted or with the other rights and obligations of the parties hereunder, such easement and such rights and obligations may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting such interference and commanding compliance with the provisions hereof, which restraining orders and injunctions shall be obtainable upon proof of the existence of such interference or threatened interference, and without the necessity of proof of inadequacy of legal remedies or irreparable harm, and shall be obtainable by one or more persons or parties the subject of this agreement, or their respective successors, heirs, personal representatives or assigns, or that are benefited hereby; provided, however, nothing herein shall be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

It is understood and agreed that this agreement is an easement only and in no way grants or conveys any part of the underlying fee simple estate of any lands owned by Grantor.

Recognizing that the parties hereto may find it necessary from time to time to establish to lenders, mortgages, purchasers, or other parties of the then current status of this Easement Strip, each party bound or benefited by this agreement agrees, upon written request, that he, she or it will, from time to time, with reasonable promptness, furnish a written statement in recordable form on the status of any matter relating to this agreement. Pursuit of any remedies described herein shall not preclude pursuit of any other remedies provided in this Easement or any other remedies provided by law. No waiver of any violation shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants contained in this Easement and forbearance to enforce one or more of the remedies provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees from the other party, which fees may be sent by the court in the trial of such action or may be enforced in a separate action brought for that purpose, and which fees shall be in addition to any other relief which may be awarded.

This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the

THE STATE OF TEXAS §

COUNTY OF Polk §

This instrument was acknowledged before me on the 9th day of November, 2010, by John P.

Thompson, County Judge, the person(s) named as Grantor(s) on the first page of this document.



Marcia Cook
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF Polk §

This instrument was acknowledged before me on the 9th day of November, 2010, by Schelana

Walker, County Clerk, the person(s) named as Grantor(s) on the first page of this document.



Marcia Cook
Notary Public, State of Texas

CORPORATIVE ACKNOWLEDGEMENT

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2010, by _____

_____, A Texas Corporation, on behalf of said _____

Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:

SAM HOUSTON ELECTRIC COOPERATIVE, INC.
PO BOX 1121
LIVINGSTON, TEXAS 77351

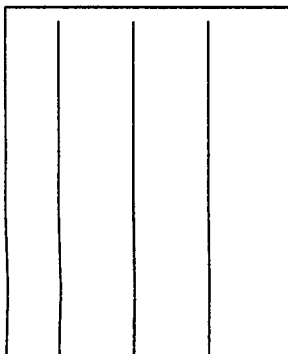


EXHIBIT A

Sam Houston Electric Cooperative, Inc.
Overhead Powerline Easement

Being a variable width by approximately 124' long overhead powerline easement with 5' wide guy easement situated in Polk County, Texas out of the A. Viesca Survey, A-77, and crossing a portion of a 0.058 acre tract as conveyed to Polk County recorded in Volume 735, Page 17 of the Deed Records of Polk County, Texas and said easement being more particularly described as follows:

BEGINNING at an iron rod w/cap found at the most westerly corner of the above mentioned referred to 0.058 acre tract in the northeast right-of-way line of F. M. Highway No. 2665.

THENCE S 82 deg. 55 min. 19 sec. E with the north boundary line of said 0.058 acre tract at a distance of 27.28 feet to a point for corner.

THENCE S 59 deg. 08 min. 30 sec. E crossing said 0.058 acre tract at a distance of 39.35 feet to a point for corner.

THENCE N 32 deg. 31 min. 42 sec. E at a distance of 5.18 feet to a point for corner.

THENCE S 57 deg. 28 min. 18 sec. E at a distance of 5.00 feet to a point for corner.

THENCE S 32 deg. 31 min. 42 sec. W at a distance of 5.03 feet to a point for corner.

THENCE S 55 deg. 48 min. 06 sec. E at a distance of 60.52 feet to a point for corner in the northeast boundary line of said 0.058 acre tract.

THENCE S 26 deg. 39 min. 23 sec. E at a distance of 15.85 feet to an iron rod w/cap found at the most easterly corner of said 0.058 acre tract in the northeast right-of-way line of F. M. Highway No. 2665.

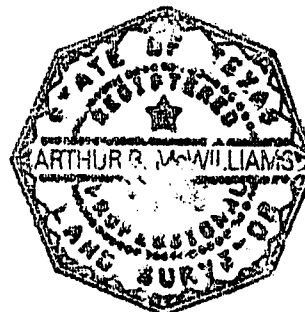
THENCE in a northwesterly direction with said right-of-way line and a curve to the left having a delta angle of 01 deg. 55 min. 53 sec., a radius of 1949.61' and a length of 65.72 feet to the PT of said curve.

THENCE N 59 deg. 08 min. 30 sec. W at a distance of 77.39 feet to the POINT OF BEGINNING and containing 1273.73 square feet or 0.0292 acre, more or less.

Note: Bearings based on the TxDot R-O-W Map S 2558 (2) Sheet 13 between Sta. 63+10 and Sta. 73+39.6 (called S 75 deg. 25 min. E)

As surveyed by me on the 25th day of August 2010.

Arthur B. McWilliams
Arthur B. McWilliams R.P.L.S. No. 5238





Scale: 1"=100'

Polk County

0.058 ac. tr.
Vol. 735, Pg. 17
P.C.D.R.

1273.73 sq. ft.
or
0.0292 acre
in easement
across 0.058 ac. tr.

Rood Holdings, L.L.C.

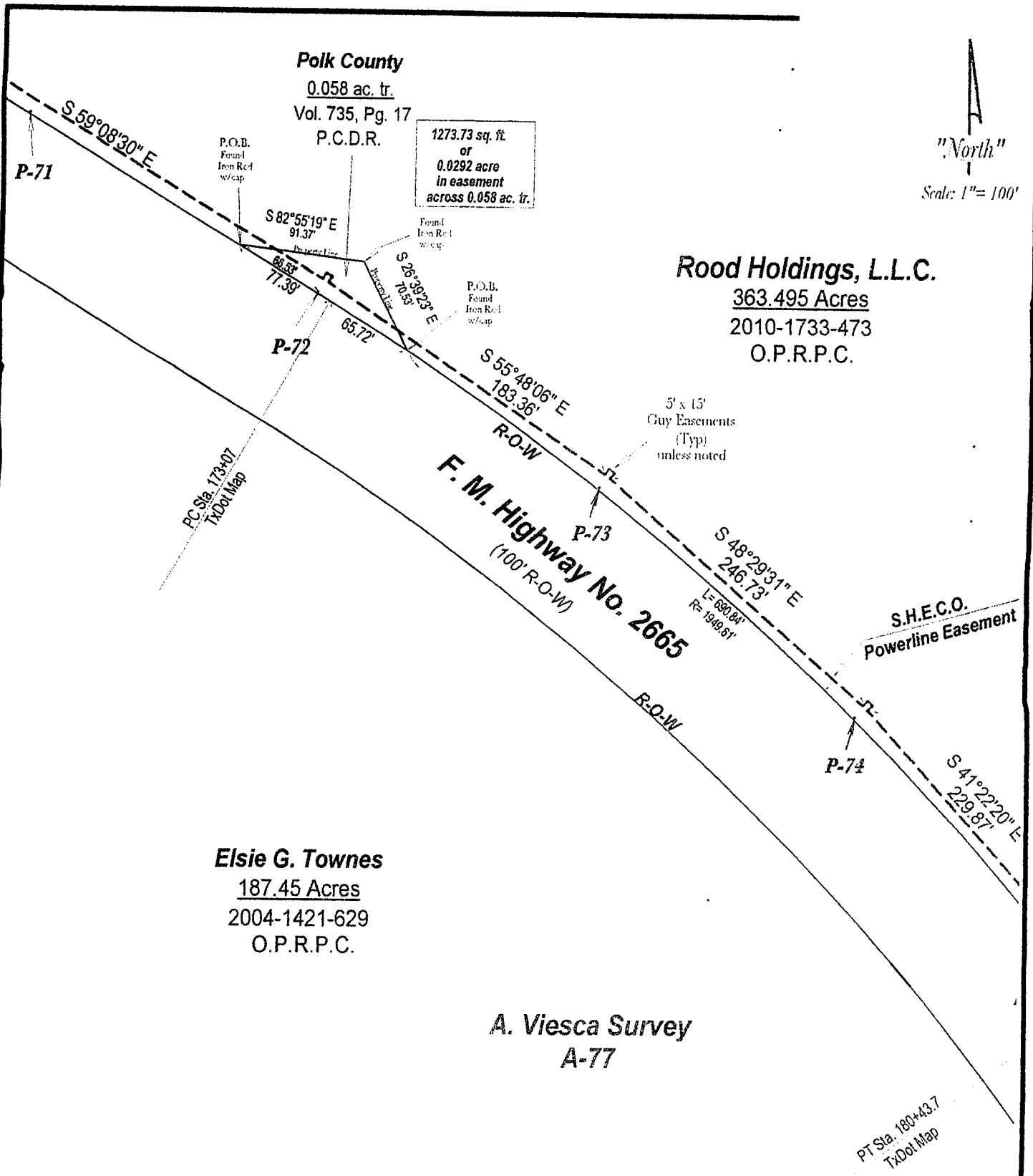
363.495 Acres
2010-1733-473
O.P.R.P.C.

Elsie G. Townes

187.45 Acres
2004-1421-629
O.P.R.P.C.

**A. Viesca Survey
A-77**

Plat Showing Survey of
Sam Houston Electric Cooperative, Inc.
Overhead Powerline Easement with
5' wide Guy Easements out of the
A. Viesca Survey, A-77, Polk County, Texas
crossing a portion of a 363.495 ac. tr. and



PT Sta. 180+43.7
TxDot Map