

SAM HOUSTON ELECTRIC COOPERATIVE, INC.  
EASEMENT



THE STATE OF TEXAS

KNOW ALL PERSONS BY THESE PRESENTS:

THE COUNTY OF POLK

THAT, POLK COUNTY, TEXAS

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 herby 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 (i) 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 (S) A & B 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 lines 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 present 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(s) A & B, 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 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.

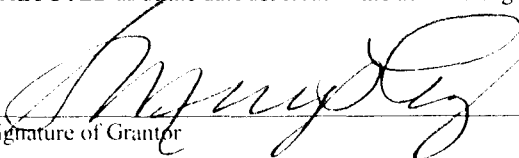
Recognizing that the parties hereto may find it necessary from time to time to establish to lenders, mortgages, purchasers, or other parties of the then current status of this Easement Strip, each party bound or benefited by this agreement agrees, upon written request, that he, she or it will, from time 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 actions 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 subject matter hereof and contains all of the covenants and agreements between the parties with respect to said matter. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding.

This agreement and all the terms, provisions and obligations hereof shall be covenants running with the land affected thereby and shall insure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, personal representatives, successors and assigns.

EXECUTED as of the date set forth in the acknowledgements herein below but effective as of the 27 day of January, 2015

  
Signature of Grantor

\_\_\_\_\_  
Signature of Grantor

Sydney Murphy, Polk County Judge  
Printed Name of Grantor

\_\_\_\_\_  
Printed Name of Grantor

\_\_\_\_\_  
Signature of Lien holder

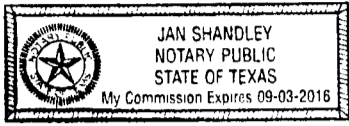
\_\_\_\_\_  
Printed Name of Lien holder

ACKNOWLEDGEMENTS

THE STATE OF TEXAS

COUNTY OF Polk

This instrument was acknowledged before me on the 27 day of January, 2015, by Sydney Murphy, the person(s) named as Grantor(s) on the first page of this document.



Jan Shandley  
Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, the individual(s) named as Lien holders on the first page of this document.

\_\_\_\_\_  
Notary Public, State of Texas

CORPORATE ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_ of \_\_\_\_\_, a Texas corporation, on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

County	_____
Latitude	_____
Longitude	_____
Pole ID #	_____
WO #	_____
Acct. #	_____

**AFTER RECORDING, PLEASE RETURN TO:**

**SAM HOUSTON ELECTRIC COOPERATIVE, INC.  
P.O. BOX 1121  
LIVINGSTON, TEXAS 77351**

EXHIBIT "A"

**EASEMENT DESCRIPTION**

State of Texas

County of Polk

Being a 20 ft. wide strip for utility easement purposes situated in the the I. & G. N. R. R. Survey, A-668, the A. M. De LaJarza Survey, A-43, and the W. D. Faircloth Survey, A-939, Polk County, Texas, and being over and across the 14.904 acres described in deed to Polk County, Texas, recorded in Volume 618, Page 533 of the Polk County Official Records, and this 0.40 acre strip lying ten (10) ft. each side of the centerline described by metes and bounds as follows:

Commencing at a 5/8" iron rod found marking the terminal point of the south right of way line of the 80 ft. wide roadway described in Dedication of Public Interest in Road or Right-of-Way, said located on the common line between said 14.904 acres and the 818.622 acres described in deed to Garland Trust recorded in Volume 1276, Page 917 of said Official Records;

Thence N 03° 33' 28" W 6.32 ft. along said common line to the POINT OF BEGINNING of the herein described centerline;

Thence N 75° 08' 06" E 750.88 ft. to an angle point;

Thence N 01° 54' 28" W 118.27 ft., crossing Onalaska Loop [an 80 ft. wide county roadway], to the terminal point of the herein described centerline at an existing power pole, and containing within these rights of way 0.40 acre.

Bearings for this description are based on deed calls for the 818.622 acres described in deed to Garland Trust recorded in Volume 1276, Page 917 of the Polk County Official Records.

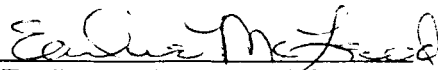
I do hereby certify that the above description was prepared from an actual and accurate survey made on the ground under my supervision and that same is true and correct.

Surveyed: December, 2014

**GEOPHYSICAL LAND SERVICES, LLC/ESM Surveying**

Texas Surveying Firm Registration No. 10076100

3205 US Hwy 59 N Livingston, Texas 77351 Ph: 936/327-4296

  
Earline McLeod, RPLS  
No. 5774, Texas



ONALASKA INDEPENDENT SCHOOL DISTRICT  
RESIDUE OF 76.000 ACRES  
VOLUME 564, PAGE 820  
POLK COUNTY OFFICIAL RECORDS

POLK COUNTY TEXAS  
14.904 ACRES  
VOLUME 618, PAGE 533  
POLK COUNTY OFFICIAL RECORDS

ONALASKA LOOP  
N 75°08'06" E 750.88'

CENTERLINE OF PROPOSED  
20 FT. WIDE UTILITY EASEMENT  
(0.40 ACRE)

S 03°33'28" E 6.32'  
FOUND 5/8" IRON ROD  
225.90'  
S 03°33'28" E

PROPOSED GUY LINE & EASEMENT  
EXISTING POWER POLE

EXISTING OVERHEAD ELECTRIC LINE  
EXISTING POWER POLE

N 01°54'28" W 118.27'

PROPOSED GUY LINES & EASEMENTS

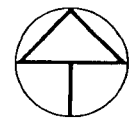
W. H. FAIRCLOTH SURVEY A - 939

GARLAND TRUST  
6.244 ACRES

I. & G. N. R. R. SURVEY, A - 668  
A. M. De La JARZA SURVEY, A - 43

M.K. SMITH AND WIFE KIM W. SMITH  
44.656 ACRES  
VOLUME 1030, PAGE 367  
POLK COUNTY OFFICIAL RECORDS

PROPOSED  
20 FT. WIDE UTILITY EASEMENT  
OVER & ACROSS  
POLK COUNTY, TEXAS  
14.904 ACRES  
VOLUME 618, PAGE 533  
POLK COUNTY OFFICIAL RECORDS  
I. & G. N. R. R. SURVEY, A-668  
POLK COUNTY, TEXAS



NORTH



NOTES

1. BEARINGS FOR THIS SURVEY ARE BASED ON DEED CALLS FOR THE 818.622 ACRES DESCRIBED IN DEED TO GARLAND TRUST RECORDED IN VOL. 1276, PG. 917 OF THE POLK COUNTY OFFICIAL RECORDS.
2. ——— E ——— DENOTES CENTERLINE OF PROPOSED 20 FT. WIDE UTILITY EASEMENT AND OF PROPOSED OVERHEAD ELECTRIC LINE
3. ===== DENOTES 15 FT. WIDE UTILITY EASEMENT GRANTED TO ONALASKA WATER SUPPLY RECORDED IN VOL. 1546, PG. 512 OF THE POLK COUNTY OFFICIAL RECORDS.
5. ○ DENOTES PROPOSED POWER POLE
6. 10 FT. WIDE EASEMENTS TO BE RESERVED FOR GUY LINES AS SHOWN HEREON

GEOPHYSICAL LAND SERVICES, LLC (ESM Surveying)  
TEXAS SURVEYING FIRM REGISTRATION No. 10076100  
3205 U S HIGHWAY 59 NORTH  
LIVINGSTON, TEXAS 77351  
(936) 327-4296

DECEMBER, 2014

*Earline McLeod*  
EARLINE McLEOD, RPLS  
No. 5774, TEXAS



EXHIBIT "B"