

**SAM HOUSTON ELECTRIC COOPERATIVE, INC.
EASEMENT**

THE STATE OF TEXAS

THE COUNTY OF **POLK**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, **POLK COUNTY**, 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 (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:

Being a **1.1140 Acres** tract of land in situated in the **PETER J MANARD SURVEY, A-0066**, and being recorded in Volume **1136** Page **933** of the Deed Records of **POLK** County, Texas, as per the attached Exhibit "A" hereto attached and made a part hereof.

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 **10 feet** on each side of said centerline 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 _____ day of _____, 2015.

GRANTOR - POLK COUNTY

By: _____

(Name)

(Title)

CORPORATE ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2015, by
(Name) _____, (Title) _____, on behalf of **POLK COUNTY**

Notary Public, State of Texas

HT VII TEXAS LP & HT VII TRS INC
91.300 ACRES
VOL 1478, PG 0831

PAINTERS DR.

SH 146

POLK COUNTY
1.1140 ACRES
VOL. 1136 PG. 933



LEGEND

Centerline Of Easement Being Conveyed
Property Line
Road

EXHIBIT "A"

SAM HOUSTON ELECTRIC CO-OP.

Big Thicket Re-Route - Polk County Easement Drawing

Date: 9/14/15 Scale: 1" = 50' Page 1 of 1

WCOMRUC-STENE-RUMERTECH-SHEED/JONES/Big Thicket re-route - SH 146 - Rye

**SAM HOUSTON ELECTRIC COOPERATIVE, INC.
EASEMENT**

THE STATE OF TEXAS

THE COUNTY OF **POLK**

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THAT, **POLK COUNTY**, 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 (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:

Being a **0.2741 Acres** tract of land, situated in the **JOAQUIN FERNANDEZ DE RUMAY SURVEY, A-0066**, and being recorded in Volume **1126** Page **119** of the Deed Records of **POLK** County, Texas, as per the attached Exhibit "A" hereto attached and made a part hereof.

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 **10 feet** on each side of said centerline 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 _____ day of _____, 2015.

GRANTOR - POLK COUNTY

By: _____

(Name)

(Title)

CORPORATE ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2015, by
(Name) _____ (Title) _____, on behalf of **POLK COUNTY**

Notary Public, State of Texas



COUNTY COURTHOUSE, POLK COUNTY, IOWA
POLK COUNTY, IOWA

POLK COUNTY
0.2741 ACRES
VOL. 1126 PG. 119



PAINTERS DR.

DOUGS BYRD
.4930 ACRES
VOL. 1579 PG. 411

LEGEND

- Centerline Of Easement Being Conveyed
- Property Line
- Road
- Bridge

EXHIBIT "A"

SAM HOUSTON ELECTRIC CO-OP.

Big Thicket Re-Route - Polk County Easement Drawing

Date: 9/14/15 Scale: 1" = 50' Page 1 of 1

\\CONROE-SERVER\lhaman\tech\SHHE\CO\Jobs\Big Thicket re route SH 146 - P1.e