

STATE OF TEXAS

COUNTY OF HUNT

KNOW ALL MEN BY THESE PRESENTS:

THAT James Earl Carter and Eva Lea Carter

of Hunt County, Texas, hereinafter called "Grantor" whether one or more, for and in consideration of Ten Dollars and other valuable considerations to Grantor in hand paid by Farmers Electric Cooperative, Inc of Greenville, Texas, hereinafter called "Cooperative", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Cooperative, an easement and right of way for one or more electric power lines and communication lines, each consisting of a variable number of wires, and all necessary and desirable appurtenances and attachments, including poles, H-frames, concrete poles, metal towers, guy wires and guy anchorages, over, across and upon that certain land in Hunt County, Texas, more particularly described as follows:

Being 51.10 acres, more or less, located in the George Pollett Survey A-821. Hunt County, Texas and being described in Warranty Deed dated May 15, 1954 and recorded in Volume 537, Page 577 of the Deed Records of Hunt County, Texas.

Also shown on the plat attached hereto and made a part hereof by reference.

Together with the right of ingress and egress over and along the above described right of way, and over Grantor's adjacent lands to or from said right of way, for the purpose of constructing, operating, improving, reconstructing, repairing, relocating, inspecting, patrolling, maintaining and removing such electric power and communication lines as the Cooperative may from time to time find necessary, convenient or desirable to erect thereon, the right to trim, cut down and/or control by chemical means, all trees and shrubbery to the extent, in the sole judgment of the Cooperative, necessary to prevent possible interference with the operation of any of said lines or to remove possible hazards thereto, and the right to remove or prevent the construction on said land of any and all buildings, structures and obstructions. If any such buildings, structures, or obstructions are constructed or permitted by grantor to exist on said land without prior written consent by Cooperative, then the Cooperative shall have the right to remove same from such land and Grantor agrees to pay to Cooperative the reasonable cost of such removal, and this agreement, together with the other provisions of this grant, shall constitute a covenant running with the land for the benefit of the Cooperative, its successors and assigns. The rights hereby granted are severable and may be assigned either in whole or in part.

Grantor reserves the right to use said land for general agricultural and grazing purposes, provided such use shall not include the growing of trees thereon or any other use that might, in the sole judgment of Cooperative, interfere with the exercise by the Cooperative of the rights hereby granted. Grantor further reserves the right to lay out, dedicate, construct, maintain and use across said land such roads, streets, alleys, railroad tracks, underground telephone cables and conduits and gas, water and sewer pipe lines as will not interfere with Cooperative's use of said land for the purposes aforesaid, provided that all such facilities shall be located at angles of not less than 45 degrees to any of Cooperative's lines, and shall be so constructed as to provide with respect to Cooperative's wires and other facilities the minimum clearances provided by law and recognized as standard in the electrical industry. Grantor also reserves the right to erect fences not more than 8 feet high across and upon said land, provided all such fences shall have gates, openings or removable sections at least 10 feet wide which will permit Cooperative reasonable access to all parts of said land.

In addition to the consideration above recited for the easement and right of way hereby granted, the Cooperative will pay to the owner of the land, and if leased, to his tenant as they may be respectively entitled, for actual damage as done to timber, fences and growing crops by reason of the construction, maintenance or removal of said lines; provided, however, that no such payment will be made for trimming or removal of trees hereafter permitted to grow on said land, nor for removal of buildings, structures or obstructions erected upon said land after any of said lines are constructed.

TO HAVE AND TO HOLD the above described easement and rights unto the said Cooperative, its successors and assigns, until all of said lines shall be abandoned, and in that event said easement and right of way shall cease and all rights herein granted shall terminate and revert to Grantor, his heirs, successors or assign; and Grantor hereby binds himself, his heirs and legal representatives, to warrant and forever defend the above described easement and rights unto Cooperative, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 18th day of September, A.D. 1991

James Earl Carter
James Earl Carter

Eva Lea Carter

CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS

STATE OF TEXAS

County of

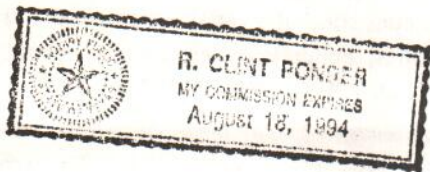
Hunt

BEFORE ME, the undersigned authority, on this day personally appeared

JAMES EARL CARTER and EVA LEA CARTER

known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18 day of September A.D. 1991



R. Clint Ponder
Notary Public, State of Texas

THE STATE OF TEXAS

County

EASEMENT AND RIGHT OF WAY

FROM

TO

FARMERS ELECTRIC COOPERATIVE, INC.

Return to:

FARMERS ELECTRIC COOPERATIVE, INC.

P O BOX 1037, Greenville, Texas 75403

STATE OF TEXAS

County

I, _____

County Clerk in and for said County, hereby certify that the within conveyance was filed in my office

for record on the _____ day of _____ 19____

at _____ o'clock _____ M., and duly recorded by me

in Book _____ of the Deed Records of said

County, at page _____

Given under my hand and seal of office this _____

day of _____ 19____

County Clerk _____ County, Texas

by _____ Deputy.

CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS

STATE OF TEXAS

County of

BEFORE ME, the undersigned authority, on this day personally appeared

known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that _____ executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ A.D. 19____

Notary Public, State of Texas

CERTIFICATE OF ACKNOWLEDGMENT FOR CORPORATIONS, ASSOCIATIONS, CHURCHES, SCHOOL DISTRICTS, ETC.

STATE OF TEXAS

County of

BEFORE ME, the undersigned authority, on this day personally appeared

of _____ (Title) known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that _____ executed the same as the act and deed of _____ and as _____ (Title) thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ A.D. 19____

JAMES EARL CARTER

Field notes showing Farmers Electric Cooperative, Inc., Transmission Line route across the James Earl Carter tract of land out of the George Pollett Survey, Abstract A-821, Hunt County, Texas. Deed Reference: Vol. 537, page 577, Acres 51.10.

BEGINNING AT: A point, said point being S88°59'32"E a distance of 360.61 feet from the northwest fence corner of said tract of land;

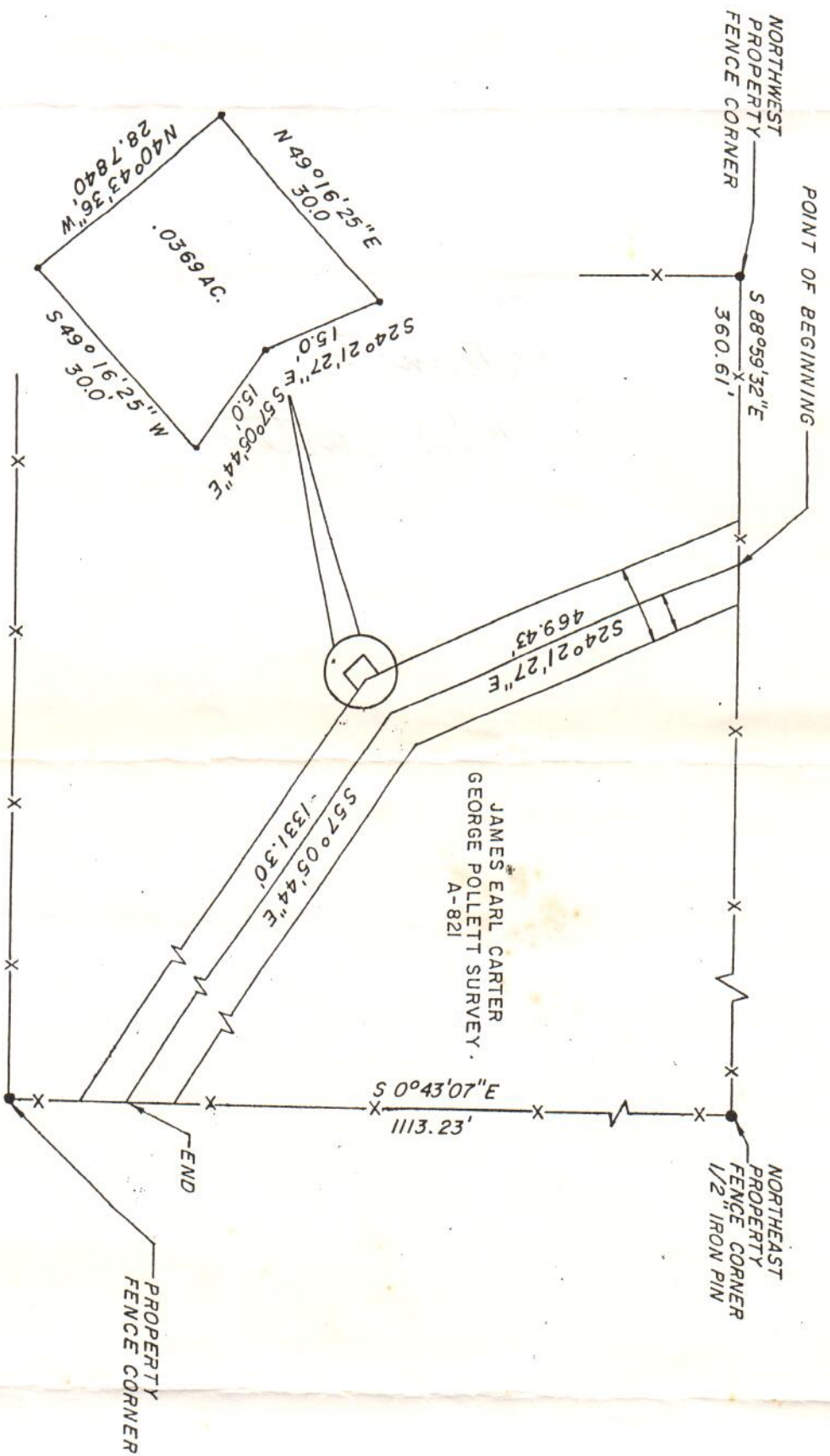
THENCE: S24°21'27"E a distance of 469.43 feet to an angle point;

* THENCE: S57°05'44"E, a distance of 1331.30 feet to a point, said point being S0°43'07"E, a distance of 1113.23 feet from a found 1/2" iron pin at the northeast fence corner of said tract of land.

Total Length	<u>1800.73</u>	Feet
Total Width	<u>100.00</u>	Feet
Total Area	<u>4.1708</u>	Acres Including Guy Easement

TR. No. 77
Rev. 6/91
Rev. 9/91

J. E. C.
E. L. C.



J. E. C.
E. L. C.

Plot showing route of proposed electric transmission line, owned and operated by FARMERS ELECTRIC COOPERATIVE, INC., across property described by attached easement.

Scale 1" = 200'

Return to
M/M Carter