

I. Albert E. Hall, hereby certify that this survey was most in the ground under my supervision and correctly shows the boundary lines and dimensions of the land indicated thereby. September 2012.

Al. BERT E. HALL

LINE	BEARING	DISTANCE
L1	S 4752'30" E	31.26

60' 120' 180

	& H :	Surveying
DRAWN jmj	DATE 09/01/12	P. O. Box 770 Wortham, Texas
APPROVED	DATE	76693 Phn 817-229-5366
* = 60'	SHEET 1 of 1	PROJECT NO.

District:HEART OF TEXAS WR#: 3202258
ER#: \_\_\_\_\_

## **EASEMENT AND RIGHT OF WAY**

THE STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS: COUNTY OF FREESTONE §

That **DAVID L. VERETTO,** hereinafter called "Grantor," whether one or more, for and in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company**, **LLC,** a Delaware Limited Liability Company, located at 1616 Woodall Rodgers Freeway, Dallas, Texas, 75202-1234, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, their successors and assigns, an easement and right-of-way for underground electric supply and communications facilities, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits, and all necessary or desirable appurtenances over, under, through, across, and upon Grantor's land described as follows:

## **SEE EXHIBIT "A"**

Grantor recognizes that the general course of said lines, or the metes and bounds as above described, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

Together with the right of ingress and egress along and upon said easement and rightof-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such road is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances, and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U.S. Environmental Protection Agency, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgment of the Grantee, interfere with the exercise by the Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said electric lines and facilities 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 or Grantor's heirs, successors or assigns, and Grantor hereby binds Grantor and Grantor's heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

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1 July 1 Market
BY I MILLE TO I WILLE
DAVID I VERETTO

dav of

2013.

STATE OF TEXAS

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**COUNTY OF FREESTONE** 

EXECUTED this

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BEFORE ME, the undersigned authority, on this day personally appeared **DAVID L. VERETTO**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 36 day of

DEBRA J. COCKERHAM

Notary Public

STATE OF TEXAS

My Comm. Exp. 04/16/2013

Notary Public in and for the State of Texas