

STATE OF TEXAS

COUNTY OF AUSTIN

KNOW ALL MEN BY THESE PRESENTS:

THAT Joe Minks and wife, Rosalie Minksof Austin County, Texas, for and in consideration of

~~TEN AND NO HUNDRETHS~~ Dollars (\$ ~~10.00~~), and other good and valuable consideration, to us in hand paid by Houston Lighting & Power Company, have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Houston Lighting & Power Company, an easement or right-of-way for electric transmission and distribution lines, consisting of variable numbers of wires, and all necessary or desirable appurtenances (including, but not by way of limitation, towers or poles made of wood, metal or other materials, telephone and telegraph wires, props and guys), at the location and along the course now located and staked out by the said Houston Lighting & Power Company over, across and upon the following described lands located in Austin County, Texas, to-wit:

A 2.131 acre tract of land out of a 60 acre tract of land in the Jacob Stevens Survey, Abstract 93, and being a part of the same property described in instrument dated January 2, 1957, and recorded in Volume 230, Page 85, of the Deed Records of Austin County, Texas.

The easement herein granted is an unobstructed easement described by metes and bounds as follows, all coordinates and bearings being referred to the Texas Plane Coordinate System South Central Zone as established by the U. S. Coast and Geodetic Survey in 1934 and based on the position of U. S. C. & G. S. triangulation station "Peters 1954": X = 2,879,544.9; Y = 744,774.4:

BEGINNING at a point having coordinate X = 2,925,136.5; Y = 667,123.5, said point being in the northwesterly line of said 60 acre tract of land and in the northeasterly right of way line of a 22 feet wide easement granted to Houston Lighting & Power Company by The Louis Tesch Estate in instrument dated April 6, 1926, and recorded in Volume 68, Page 361, of the Austin County Deed Records, said point of beginning also being located S. 32° 57' 10" W., a distance of 1454.07 feet from a 1-inch iron bar marking the north corner of said 60 acre tract of land, said north corner being in the southerly line of Highway #36;

THENCE, from the point of beginning, S. 60° 36' 50" E., along the northeasterly line of said existing Houston Lighting & Power Company 22 feet wide easement a distance of 1160.22 feet to a point for corner in the southeasterly right of way line of said 60 acre tract of land;

THENCE, S. 32° 57' 10" W., along the southeasterly line of said 60 acre tract of land a distance of 80.16 feet to a point for corner;

THENCE, N. 60° 36' 50" W., a distance of 1160.22 feet to a point for corner in the northwesterly line of said 60 acre tract of land;

THENCE, N. 32° 57' 10" E., along the northwesterly line of said 60 acre tract of land a distance of 80.16 feet to the place of beginning and contains 2.131 acres of land including a part of the easement granted to Houston Lighting & Power Company in instrument recorded in Volume 68, Page 361, of the Deed Records of Austin County, Texas.



GRANTOR, their successors, assigns, agents, licensees, heirs and legal representatives, shall not have the right to cause or permit any obstruction except fences to be placed or constructed within said easement area without the express written consent of Grantee.

Except for said fences, the easement granted shall be an unobstructed easement together with the following rights: (1) of ingress and egress to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wires on, maintaining and removing said line and appurtenances; (2) to remove from said right-of-way and land adjacent thereto, all bushes, trees and parts thereof, or other obstructions, which in the opinion of the Houston Lighting & Power Company, endanger or may interfere with the efficiency, safety or proper maintenance of said line or its appurtenances; and (3) of exercising all other rights hereby granted.

TO HAVE AND TO HOLD the above described easement and rights unto the said Houston Lighting & Power Company, its successors and assigns, until said line shall be abandoned.

And we do hereby bind ourselves, our heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said Houston Lighting & Power Company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS our hands this 19th day of DECEMBER, A D 1972.

Joe Minks  
Joe Minks

Rosalie Minks  
Rosalie Minks

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