

## **EASEMENT AND RIGHT OF WAY**

On this 1st day of December, 2016, in consideration of Ten and NO/100 Dollars (\$10.00), and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the covenants hereinafter set forth, **Nueces County, Texas**, whose address is 901 Leopard Street, Corpus Christi, Texas 78401-3606, (Grantor"), whether one or more persons, hereby grants, sells, conveys, and warrants to Electric Transmission Texas, LLC, whose principal business address is 1 Riverside Plaza, Columbus, Ohio, 43215 and its successors, assigns, lessees and tenants a permanent easement and right of way ("Easement"), for overhead and/or underground electric transmission, distribution, and communication lines and appurtenant equipment and fixtures, being, in on, over, under, through and across the following described lands of the Grantor, situated in Nueces County, State of Texas.

The Easement Area is more fully described and depicted on Exhibit "A", a copy of which is attached hereto and made a part hereof ("Easement").

### **GRANTOR FURTHER GRANTS GRANTEE THE FOLLOWING RIGHTS:**

The right, now or in the future, to construct, reconstruct, operate, maintain, alter, improve, extend, inspect, patrol, protect, repair, remove, replace, upgrade and relocate within the Easement Area, poles, towers, and structures, made of wood, metal, concrete or other materials, conduit, transformers, vaults, foundations, pedestals, manholes, crossarms, guys, anchors, groundings systems, and all other appurtenant equipment and fixtures, and to install overhead and/or underground conductors, wires and cables (including necessary trenching and backfilling for underground facilities); together with the right to add to said facilities from time to time, and the right to do anything necessary, useful or convenient for the enjoyment of the Easement herein granted.

The right, in GRANTEE's discretion, now or in the future, to cut down, trim, remove, and otherwise control, using herbicides or tree growth regulators or other means any and all trees, overhanging branches, vegetation or brush situated within the Easement Area. GRANTEE shall also have the right to cut down, trim or remove trees situated on lands of Grantor which adjoin the Easement Area when in the opinion of GRANTEE those trees may endanger the safety of, or interfere with the construction, operation or maintenance of GRANTEE's facilities or ingress or egress to, from or along the Easement Area.

The right of unobstructed ingress and egress, at any and all times, over, across, under, along and upon the Easement Area, and the adjoining lands of Grantor as may be necessary for access to and from the Easement Area for the above referenced purposes.

### **THIS GRANT IS SUBJECT TO THE FOLLOWING CONDITIONS:**

The Grantor reserves the right to cultivate annual crops, pasture, construct fences (provided gates are installed that adequately provide GRANTEE the access rights conveyed herein) and roads or

otherwise use the lands encumbered by this Easement in any way not inconsistent with the rights herein granted. In no event, however, shall Grantor, its heirs, successors, and assigns plant or cultivate any trees or place, construct, install, erect or permit any temporary or permanent building, structure, improvement or obstruction including but not limited to, storage tanks, billboards, signs, sheds, dumpsters, light poles, water impoundments, above ground irrigation systems, swimming pools or wells, or permit any alteration of the ground elevation, over, or within the Easement Area. GRANTEE may, at Grantor's cost, remove any structure or obstruction if placed within the Easement Area, and may re-grade any alterations of the ground elevation within the Easement Area.

**Grantee agrees to defend, indemnify and hold harmless Grantor and its directors, officers, agents and employees from and against any and all suits claims, demands, causes of action, damages, losses, costs, and expense, (including, without limitation, attorney's fees and expenses and court costs) arising out of Grantee's use, operation, maintenance and management of the Easement Area, including without limitation the cost of remediation of any hazardous substances or contaminants that are attributable to Grantee's operations on the Easement Area.**

Grantor and Grantee acknowledge that this easement is subject to and is limited to the extent it conflicts with any Restrictive Covenant restricting height, including "Corrected Restrictive Covenant" in Nueces County deed records at Vol. 1264 Page 440.

GRANTEE agrees to repair or pay the Grantor for actual damages sustained by Grantor to crops, fences, gates, irrigation and drainage systems, drives, or lawns that are permitted herein, when such damages arise out of GRANTEE's exercise of the rights herein granted.

The failure of GRANTEE to exercise any of the rights granted herein, or the removal of any facilities from the Easement, shall not be deemed to constitute an abandonment or waiver of the rights granted herein.

This instrument contains the complete agreement, expressed or implied between the parties herein and shall inure to the benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, and licensees.

This Easement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

**Any remaining space on this page left intentionally blank. See next page for signatures.**

GRANTOR

Nueces County, Texas

By: \_\_\_\_\_

Samuel Loyd Neal, Jr.

Nueces County Judge

State of Texas           §

§

Nueces County         §

This instrument was acknowledged before me on \_\_\_\_\_, 2016 by Samuel Loyd Neal, Jr., acting as County Judge of Nueces County, Texas, a political subdivision of the State of Texas, on behalf of said political Subdivision.

\_\_\_\_\_  
Notary Public  
Commission expires: \_\_\_\_\_ \

After recording return to:

Neva Rossi Smoll, RPL  
Lead Right of Way Agent  
AEP Texas Central Company  
539 N. Carancahua  
Corpus Christi, TX 78478



**ELECTRIC TRANSMISSION TEXAS  
NUECES COUNTY, TEXAS  
NUECES COUNTY, TEXAS  
0.593 OF AN ACRE TRANSMISSION LINE EASEMENT**

**EXHIBIT "A"**

BEING a 0.593 of an acre tract of land lying in the Ramon de Ynojosa Survey, Abstract 411, Nueces County, Texas, same being a portion of Lots 1 and 2, Section 56 of the Flour Bluff and Encinal Farm and Garden Tracts as described and recorded in volume A, pages 41-43, Map Records of Nueces County, Texas, same being a portion of the Held Industrial Tract Subdivision as described and recorded in volume 33, page 37, Map Records of Nueces County, Texas, same also being a portion of an 88.83 acre tract of land as described and recorded in document 1997024016, Official Public Records of Nueces County, Texas, same also being described by a drawing (Tract 74 Nueces County.dwg dated February 1, 2016) attached to and made part hereof and more particularly described as follows:

COMMENCING at a 1/2" iron rod found with plastic cap stamped "CDS/MUERY S.A. TX." for the west corner of a 6.500 acre tract of land as described and recorded in document 2014048644, Official Public Records of Nueces County, Texas;

THENCE along the northwest line of the aforementioned 6.500 acre tract, N28°47'11"E a distance of 263.62 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for the PLACE OF BEGINNING and the south corner of the herein described 0.593 of an acre tract;

THENCE leaving the northwest line of the aforementioned 6.500 acre tract, N66°39'01"W a distance of 516.60 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." in a northwest line of the aforementioned 88.83 acre tract, the southeast line of a 20 foot wide alley of the Naval Center Addition No. 1 Subdivision as described and recorded in volume 8, page 17, Map Records of Nueces County, Texas, for the west corner of the herein described 0.593 of an acre tract;

THENCE along a northwest line of the aforementioned 88.83 acre tract and the southeast line of the aforementioned 20 foot wide alley of the Naval Center Addition No. 1 Subdivision, N28°27'38"E a distance of 50.20 feet (Record - N29°02'00"E) to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for the north corner of the herein described 0.593 of an acre tract, from which a 5/8" iron rod found for the south corner of a 0.297 of an acre tract of land described as "Parcel 86B" and recorded in volume 2146, page 667, Deed Records of Nueces County, Texas, and an angle corner of said 88.83 acre tract bears N28°27'38"E a distance of 61.21 feet (Record - N29°02'00"E);

THENCE leaving a northwest line of the aforementioned 88.83 acre tract and the southeast line of the aforementioned 20 foot wide alley of the Naval Center Addition No. 1 Subdivision, S66°39'01"E a distance of 516.89 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." in the northwest line of the aforementioned 6.500 acre tract for the east corner of the herein described 0.593 of an acre tract;

**ELECTRIC TRANSMISSION TEXAS  
NUECES COUNTY, TEXAS  
NUECES COUNTY, TEXAS  
0.593 OF AN ACRE TRANSMISSION LINE EASEMENT**

**THENCE** along the northwest line of the aforementioned 6,500 acre tract, S28°47'11"W a distance of 50.23 feet to the **PLACE OF BEGINNING** and containing 0.593 of an acre of land.

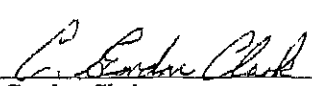
The bearing basis for this survey is Grid North, Texas State Plane Coordinate System, NAD1983 (2011), South Zone.

**THE STATE OF TEXAS  
KNOWN TO ALL MEN BY THESE PRESENTS:  
COUNTY OF BEJAR**

I, C. Gordon Clark, a Registered Professional Land Surveyor, do hereby certify that the above field notes were prepared using information obtained by an on the ground survey made under my direction and supervision in June 2015 thru February 2016.

Date 1<sup>st</sup> day of February 2016 A.D.



  
C. Gordon Clark  
Registered Professional Land Surveyor  
No. 3999 - State of Texas

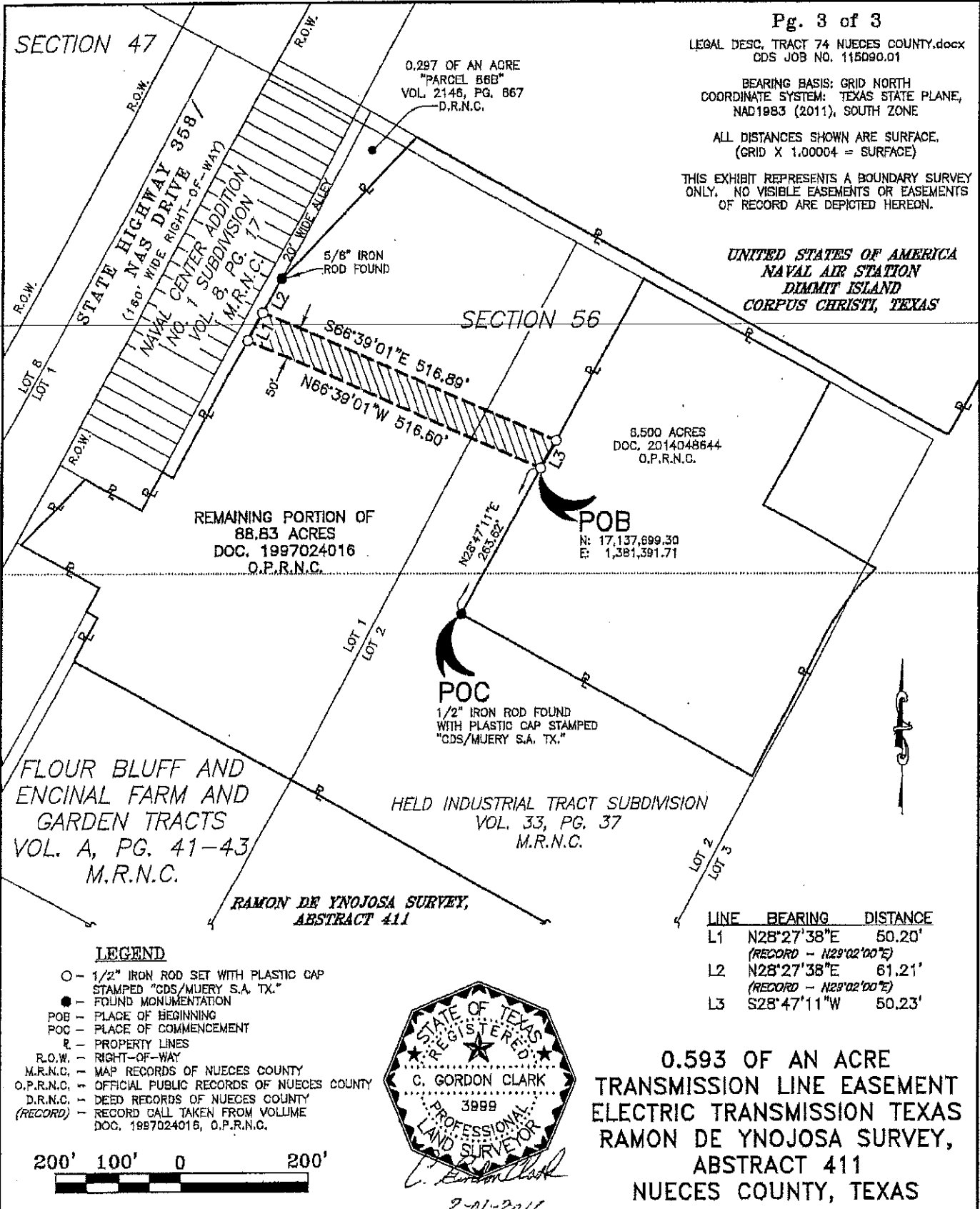
LEGAL DESC. TRACT 74 NUECES COUNTY.docx  
CDS JOB NO. 115090.01

BEARING BASIS: GRID NORTH  
COORDINATE SYSTEM: TEXAS STATE PLANE,  
NAD1983 (2011), SOUTH ZONE

ALL DISTANCES SHOWN ARE SURFACE,  
(GRID X 1.00004 = SURFACE)

THIS EXHIBIT REPRESENTS A BOUNDARY SURVEY  
ONLY. NO VISIBLE EASEMENTS OR EASEMENTS  
OF RECORD ARE DEPICTED HEREON.

UNITED STATES OF AMERICA  
NAVAL AIR STATION  
DIMMIT ISLAND  
CORPUS CHRISTI, TEXAS



REMAINING PORTION OF  
88.83 ACRES  
DOC. 1997024016  
O.P.R.N.C.

8.500 ACRES  
DOC. 2014048644  
O.P.R.N.C.

POB  
N: 17,137,899.30  
E: 1,381,391.71

POC  
1/2" IRON ROD FOUND  
WITH PLASTIC CAP STAMPED  
"CDS/MUERY S.A. TX."

FLOUR BLUFF AND  
ENCINAL FARM AND  
GARDEN TRACTS  
VOL. A, PG. 41-43  
M.R.N.C.

HELD INDUSTRIAL TRACT SUBDIVISION  
VOL. 33, PG. 37  
M.R.N.C.

RAMON DE YNOJOSA SURVEY,  
ABSTRACT 411

LINE	BEARING	DISTANCE
L1	N28°27'38"E	50.20'
	(RECORD - N29°02'00"E)	
L2	N28°27'38"E	61.21'
	(RECORD - N29°02'00"E)	
L3	S28°47'11"W	50.23'

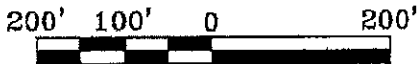
**LEGEND**

- - 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "CDS/MUERY S.A. TX."
- - FOUND MONUMENTATION
- POB - PLACE OF BEGINNING
- POC - PLACE OF COMMENCEMENT
- P - PROPERTY LINES
- R.O.W. - RIGHT-OF-WAY
- M.R.N.C. - MAP RECORDS OF NUECES COUNTY
- O.P.R.N.C. - OFFICIAL PUBLIC RECORDS OF NUECES COUNTY
- D.R.N.C. - DEED RECORDS OF NUECES COUNTY
- (RECORD) - RECORD CALL TAKEN FROM VOLUME DOC. 1997024016, O.P.R.N.C.



2-01-2016

0.593 OF AN ACRE  
TRANSMISSION LINE EASEMENT  
ELECTRIC TRANSMISSION TEXAS  
RAMON DE YNOJOSA SURVEY,  
ABSTRACT 411  
NUECES COUNTY, TEXAS



DRAWN BY: M. CAMACHO  
DATE: FEBRUARY 1, 2016  
DRAWING NAME: TRACT 74 NUECES COUNTY.dwg

