

## The State of Texas

RIGHT OF WAY AND EASEMENT

COUNTY OF JEFF DAVIS

KNOW ALL MEN BY THESE PRESENTS:

That we Fort Davis Estates of Jeff Davis County, Texas, forand in consideration of the sum of ONE AND NO/100 (\$1.00) DOLLARS to us cash in hand paid by the WEST TEXAS UTILITIES COMPANY, a private Corporation, the receipt of which is hereby acknowledged, have bargained, sold and conveyed and by these presents do hereby bargain, sell and convey unto the said WEST TEXAS UTILITIES COMPANY, a private corporation, its successors and assigns, an easement and right of way across the following described real estatesituated in JEFF DAVIS County, Texas, with the right to construct, relocate, operate, patrol, maintain and repair its electric line, including a private telephone line along said easement for said purposes and including necessary poles, and fixtures, and authority for cutting and trimming all trees along the line necessary to keep the wires cleared and with the right to set the necessary guy and brace poles to attach to trees and to maintain the needed guy wires, together with the right of ingress and egress across said property for the above named purposes. Said real estate across which said easement is granted being described as follows:

A portion of land in a line out of Sections 4 and 9, Block 2, H&amp;T.C. Ry. Company Survey. This land is in a subdivision known as Fort Davis Estates.

Said easement along which said electric line extends is described as follows:

Beginning at an existing West Texas Utilities Company pole approximately 1,940 feet S-55°30'-W from the northeast corner of Section 4 and extending S-58°45'-W along and adjacent to the south boundary line of a street dedicated as Evans St. for approximately 1,325 feet to a point approximately 3,295 feet S-56°15'-W from the said northeast corner of the said Section 4; thence extending approximately 1,750 feet along and adjacent to the southeast and south boundary line of a curving street dedicated as Sgt. Mulhern Loop to a point approximately 2,800 feet N-28°00'-E from the southwest corner of the same Section 4; thence extending south for approximately 2,160 feet to a point on the south boundary line of the same Section 4 approximately 1,780 feet east of the said southwest corner of the same Section 4; thence extending south into Section 9 for approximately 320 feet to a point of termination approximately 1,810 feet S-80°30'-E from the northwest corner of the said Section 9.

Grantor realizes that the general course of said line, as above described, is based on preliminary surveys only, and Grantor hereby agrees that the easement hereby granted shall apply to the actual location of said line when constructed.

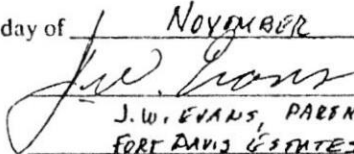
TO HAVE AND TO HOLD the above described easement, rights, and privileges unto the said WEST TEXAS UTILITIES COMPANY, its successors and assigns forever so long as same are used for said purposes.

The said WEST TEXAS UTILITIES COMPANY shall have the right to set or install 22 poles at \$ None each and 7 anchors or guys at \$ None each. In the event it becomes necessary to install additional poles or anchors for electric line they shall be paid for at the above rate each. Should it become necessary to install additional poles or anchors for a private telephone line, such poles anchors shall be paid for at the rate of \$ None each, and upon the payment of said sums the right is hereby granted to erect such poles and anchors in excess of the above mentioned number.

The said WEST TEXAS UTILITIES COMPANY, shall be liable and agrees to pay for such damage incurred to growing crops or to cultivated land prepared for planting at the time said line is constructed and such damage shall be based and arrived at by measuring the length and breadth of said crops or lands destroyed or trampled down and reduced to acres or fractional parts of an acre, the payment of such crops destroyed shall be based on production per acre or fraction of acre and at the market value of such crop at the time destroyed. Damage to land prepared for planting shall be paid for by reducing the amount of land damaged, to acres or fractional parts of acres and

figured at the rate of \$ None per acre for preparing such lands for planting. No verbal agreement shall be binding on the company. Any special agreement, other than incorporated in this easement, shall be made in writing and made a part of this easement and presented to the company for approval.

We hereby warrant unto the said WEST TEXAS UTILITIES COMPANY, its successors and assigns, that we have the title to said property and have the right to convey said easement and that we will forever warrant and defend the title to same to the said WEST TEXAS UTILITIES COMPANY, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof so long as said easement is used for said purposes for which it is granted.

WITNESS my hand this the 10<sup>th</sup> day of NOVEMBER A. D., 1986  
J.W. EVANS, PARTNER  
FORT DAVIS ESTATES

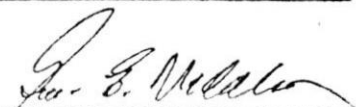
THE STATE OF TEXAS

County of PRESIDIOBefore me, the undersigned authority, on this day personally appeared J.W. EVANS

known to me to be the person whose name is 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 the 10<sup>th</sup> day of NOVEMBER A. D., 1986

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FILED FOR RECORD THE 11th DAY OF December A.D., 1986,  
AT 11:00 A . M., AND DULY RECORDED THIS THE 15th DAY OF  
December , 1986, AT 3:30 P .M.

Peggy Robertson  
PEGGY ROBERTSON, COUNTY CLERK  
JEFF DAVIS COUNTY, TEXAS

BY: Edna R. King  
DEPUTY