

NAVARRO COUNTY ELECTRIC COOPERATIVE, INC.
UTILITY EASEMENT AND COVENANT OF ACCESS

STATE OF TEXAS

OWNER: NAVARRO COUNTY

COUNTY OF NAVARRO

County where property is located

EASEMENT FOR: ELECTRIC LINE

KNOW ALL MEN BY THESE PRESENT, that the undersigned, hereinafter called "Grantor" (whether one or more) for good and valuable consideration including the approval and execution of an Electric Service Agreement by Navarro County Electric Cooperative, Inc. (hereinafter called the "Cooperative"), does hereby covenant access to and grant, sell, and convey unto the Cooperative an easement and right-of-way upon and across the following described property of Grantor:

A tract of land known as SE CR 4230 in Navarro County, Texas. Electric line will be accessible to all adjacent land owners along the roadway.

The right-of-way, easement, rights and privileges herein granted will be used for the purpose of providing electric and other utility service including the placing, repairing, constructing, operating, inspecting, rebuilding, replacing, removing, relocating electric lines, electric distribution facilities or equipment, as well as reading meters or performing any act related to the provision of utility service. The Cooperative is specifically granted pedestrian and vehicular ingress and egress.

The easement rights herein described shall be no broader than reasonably necessary to provide electric and other utility service. The width of the easement shall be 10 feet generally located in the Southern portion of the County's 40 foot road easement for SE CR 4230. Poles to be located approximately 18 ft from the centerline of the road easement. Access to the easement will be from SE CR 4230. Easement does not encroach on any land owner property outside the 40 foot Navarro County road easement.

The height of the easement shall be from 15 feet beneath the surface of the ground to a height of 70 feet above the ground.

The easement, right, and privilege herein granted shall be perpetual, appurtenant to the land, and shall inure to the benefit of the Cooperative's successors and assigns. Grantor represents that he is the owner of the above described tract of land and binds himself, his heirs, assigns, and legal representatives to warrant and forever defend the easement and rights described herein to the Cooperative, its successors and assigns.

The Cooperative shall have the right to use so much of the surface of the herein-before described property of Grantor as may be reasonably necessary to contract and install within the right-of-way granted hereby the facilities that may at any time be necessary for the purposes herein specified. The Cooperative shall have the right to clear the right-of-way of all obstructions, and to cut and trim trees within the right-of-way. Herbicides may be used to control re-growth of brush in the right-of-way.

Grantor further covenants that Grantor, his heirs, successors and assigns shall facilitate and assist Cooperative personnel in exercising their rights and privileges herein described at all reasonable times.

WITNESS MY HAND ON THIS 24 DAY OF May A.D. 2020²¹

THE STATE OF TEXAS
COUNTY OF NAVARRO
County where notarized

x H.M. Davenport, Jr.
H.M. DAVENPORT, Jr., County Judge

BEFORE ME,
the undersigned authority, on this day personally appeared H.M. Davenport, Jr. known to me to be the person whose name is subscribed to foregoing instrument, and acknowledged to me that he executed the same for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 24 DAY OF May, 2020
Notary Public for the State of Texas



Sherrill Davenport
My Commission Expires _____
Clerk of the Court