

36.50

PT#: 2019-4254
District: Brady
WR #: 0190026
ER # 299787

EASEMENT AND RIGHT OF WAY

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF MENARD

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That **20 Mile River Ranch LLC**, a **Domestic Limited Liability Company (LLC)**, hereinafter called "Grantor", whether one or more, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC**, a Delaware Limited Liability Company, 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, its successors and assigns, an easement and right-of-way for overhead and/or 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" (ATTACHED)

Grantor recognizes that the general course of said lines, or the metes and bounds as described above, 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 right-of-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 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.

Return to:
Oncor Electric Delivery Company
Right of Way Department
115 W 7th Street - Suite 1017
Fort Worth, TX 76102

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 Grantee, interfere with the exercise by 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 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.

EXECUTED this 4th day of December, 2019.

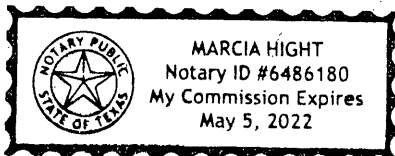
20 Mile River Ranch LLC, a Domestic Limited Liability Company (LLC)

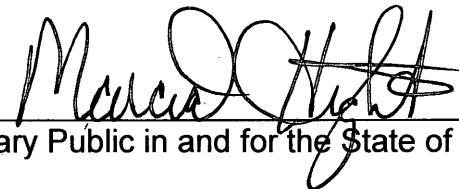
By: 
Jordan Shipley, Manager

STATE OF TEXAS §
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COUNTY OF Burnet §

BEFORE ME, the undersigned authority, on this day personally appeared **Jordan Shipley, Manager of 20 Mile River Ranch LLC, a Domestic Limited Liability Company (LLC)**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of **20 Mile River Ranch LLC, a Domestic Limited Liability Company (LLC)**, for the purposes and consideration therein expressed.

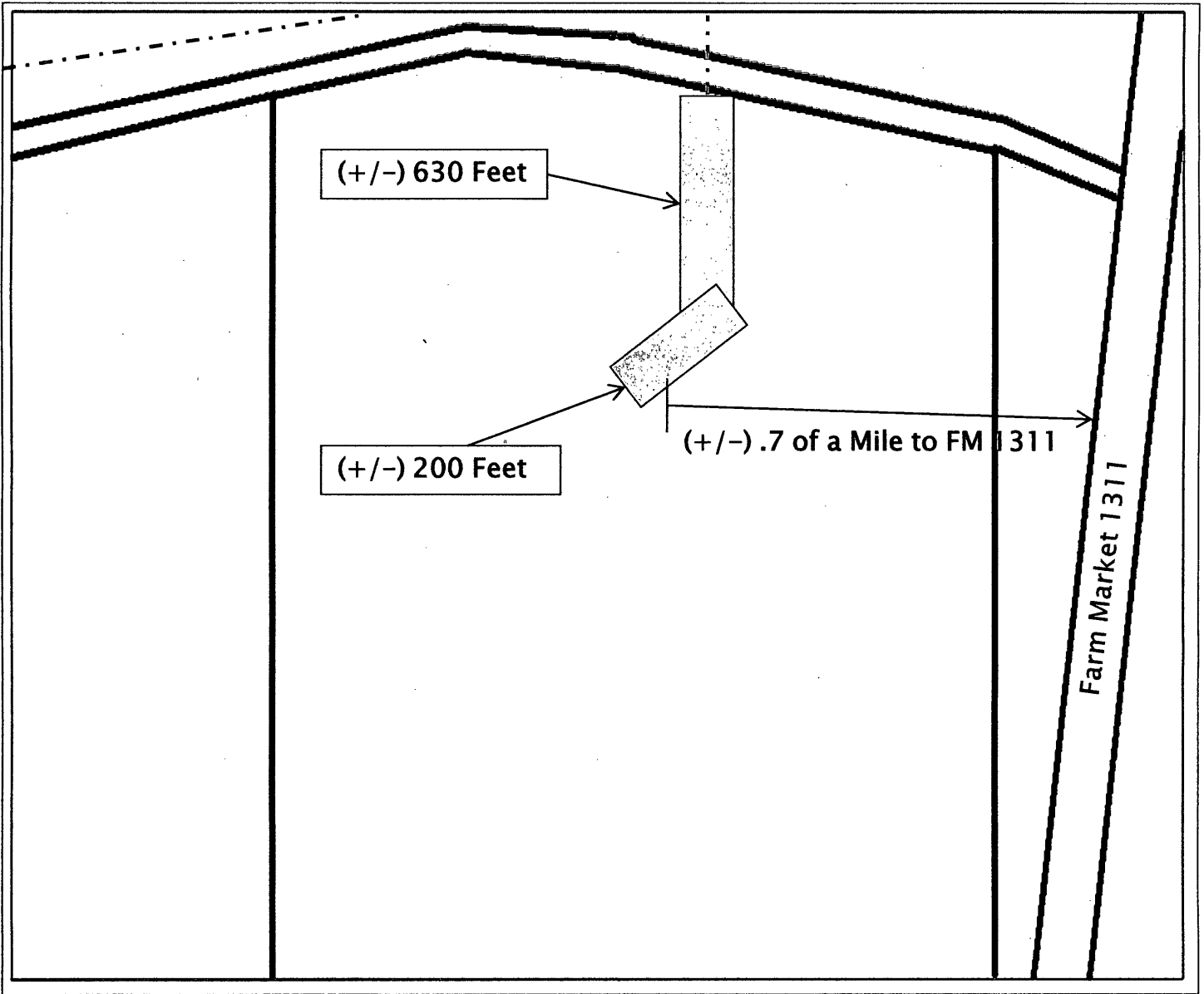
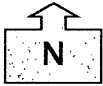
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 4th day of December, 2019.




Notary Public in and for the State of Texas

After recording, return to:
Oncor Electric Delivery Company
Land Records
115 W. 7th Street, Suite 1017
Ft. Worth, Texas 76102

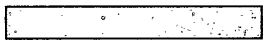
EXHIBIT "A"



Easement Width: 20 FT Oncor Electric Delivery Company Easement



Denotes Existing Easement



Denotes Easement

Scale: Not to scale

The intent of this "EXHIBIT" is to pictorially show the approximate location of the easement. It is not intended as an actual survey. Calls shown are references only. No statement is made as to the validity of these calls.

Grantor: 20 Mile River Ranch LLC.

Volume: 265 Page: 200

Survey: Schultz 74

District: Brady

County: Menard

Abstract: 1383

WR#: 0190026

Doc
00017965

Vol
270

Ps
490

FILED FOR RECORD IN
Menard County
Christy Essleston
COUNTY CLERK

DN: Jan 14, 2020 AT 10:31A

as
Recordings

Document Number: 00017965

Vol 270 Pg 487

Receipt Number - 7013

By,

Elizabeth Losoya, Deputy

STATE OF TEXAS

COUNTY OF MENARD

I hereby certify that this instrument was filed
on the date and time stamped hereon by me and
was duly recorded in the volume and page of
the named records of:

Menard County

as stamped hereon by me.

Jan 14, 2020

Christy Essleston, District and County Clerk
Menard County