

UTILITY EASEMENT AND COVENANT OF ACCESS



NAME: Collin County Justice of Peace & Constable, Pct. 2

STATE OF TEXAS

GRID: Tract 27, Sheet 2

COUNTY OF COLLIN

SERVICE ORDER NO.: 2021064408

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned hereinafter called "Grantor" (whether one or more) for good and valuable consideration, which may include approval and execution of an Electric Service Agreement by FARMERS ELECTRIC COOPERATIVE, INC., 2000 East Interstate 30, Greenville, Texas, 75402 (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:

Being 2.39 acres of land in the William H. Moore Survey, Abstract Number A0638 in Collin County and fully described by metes and bounds in that instrument which is recorded in Volume S Page 638 of the Records of Collin County, Texas.

The easement, right-of-way, rights and privileges herein granted shall be used for electric power lines and other underground utilities, underground cable, surface mounted equipment, associated underground appurtenances, including constructing, operating, maintaining, inspecting, rebuilding, replacing, removing and relocating electric lines, transmission and distribution facilities or equipment, other utility lines, as well as reading any meter or performing any act related to the provision of utility service. The Cooperative is specifically granted pedestrian and vehicular ingress and egress provided, the Cooperative's ingress and egress over and across said property shall not disturb Grantor's use of said property, including, without limitation, Grantor's right to develop, construct, alter, and modify the property and access lanes thereon.

The easement rights herein described shall be no broader than reasonably necessary to provide electric and other utility service, and the location of the easement shall be approximately located in the easement area depicted on the Site Plan on Exhibit A attached hereto and incorporated herein for all purposes. Any re-location of the easement or use of the property by the Cooperative beyond the rights set forth in this easement shall be subject to Grantor's express written approval, which Grantor may not withhold unreasonably. The width of the easement shall be no greater than twenty (20) feet, one-half (1/2) of such distance on either side of Cooperative's underground facilities. The height of the easement shall be from no more than fifteen (15) feet beneath the surface of the ground to a height of no greater than seventy (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/she is the owner of the above described tract of land and binds himself/herself, his/her heirs, assigns and legal representatives to warrant and forever defend the easement and rights described herein to the Cooperative, its successors and assigns by, through, or under Grantor but not otherwise, subject, however, to all matters of record in the Official Records of Collin County, Texas and other encumbrances affecting Grantor's title to its property.

The Cooperative shall have the right to use so much of the surface of the herein described property of Grantor as may be reasonably necessary to construct and install within the right-of-way granted hereby, the facilities that may at any time be necessary for the purposes herein specified. Upon the termination of the easement granted herein or the Cooperative's deconstruction and removal of the aforementioned facilities, the Cooperative, at its sole expense, shall return the surface of Grantor's property to its original condition prior to the construction and installation of such facilities.

The Cooperative shall have the right to clear the right-of-way of all obstructions, to cut and trim trees within the right-of-way or use other methods as it deems necessary to clear the right-of-way.

The use of the easement created herein shall be at the sole risk of the Cooperative. Accordingly, to the extent allowed by law, the Cooperative, for itself and its employees, agents, representatives and other related parties, agrees to indemnify, hold harmless and defend the Grantor from all claims, actions, tort liabilities, damages, expenses and judgments, including, but not limited to, attorneys' fees, and court costs, on account of any injury to persons, loss of life or damage to property, all limited to the extent occurring on the Grantor's above described property and to the extent arising from the use, non-use, condition or occupation of the easement and the Grantor's property by the Cooperative or any of its agents, contractors, servants, employees or invitees, and further limited to the extent that same are not caused by the active or passive negligence, or caused by the willful or intentional act of the Grantor (or their agents or employees).

Grantor further covenants that Grantor, his/her heirs, successors and assigns shall facilitate and assist Cooperative personnel in exercising their rights and privileges herein described at all reasonable times and shall not build, construct or cause to be erected any building or other structure within the easement area that may interfere with the provision of electric service or the exercise of the right granted to the Cooperative herein.

The undersigned agrees that all electric power lines and other utility lines including any main service entrance equipment, installed on the above described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative, should said lines be abandoned.

EXECUTED this 16th day of August, 2021.

GRANTOR:

Signature [Handwritten Signature]

Printed Name CHRIS HILL

Signature

Printed Name

THE STATE OF TEXAS

COUNTY OF Collin

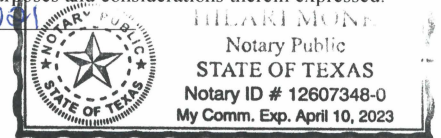
BEFORE ME, the undersigned authority, on this day personally appeared Chris Hill, known to me to be the person or persons whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16th day of August, 2021

Notary Signature [Handwritten Signature]

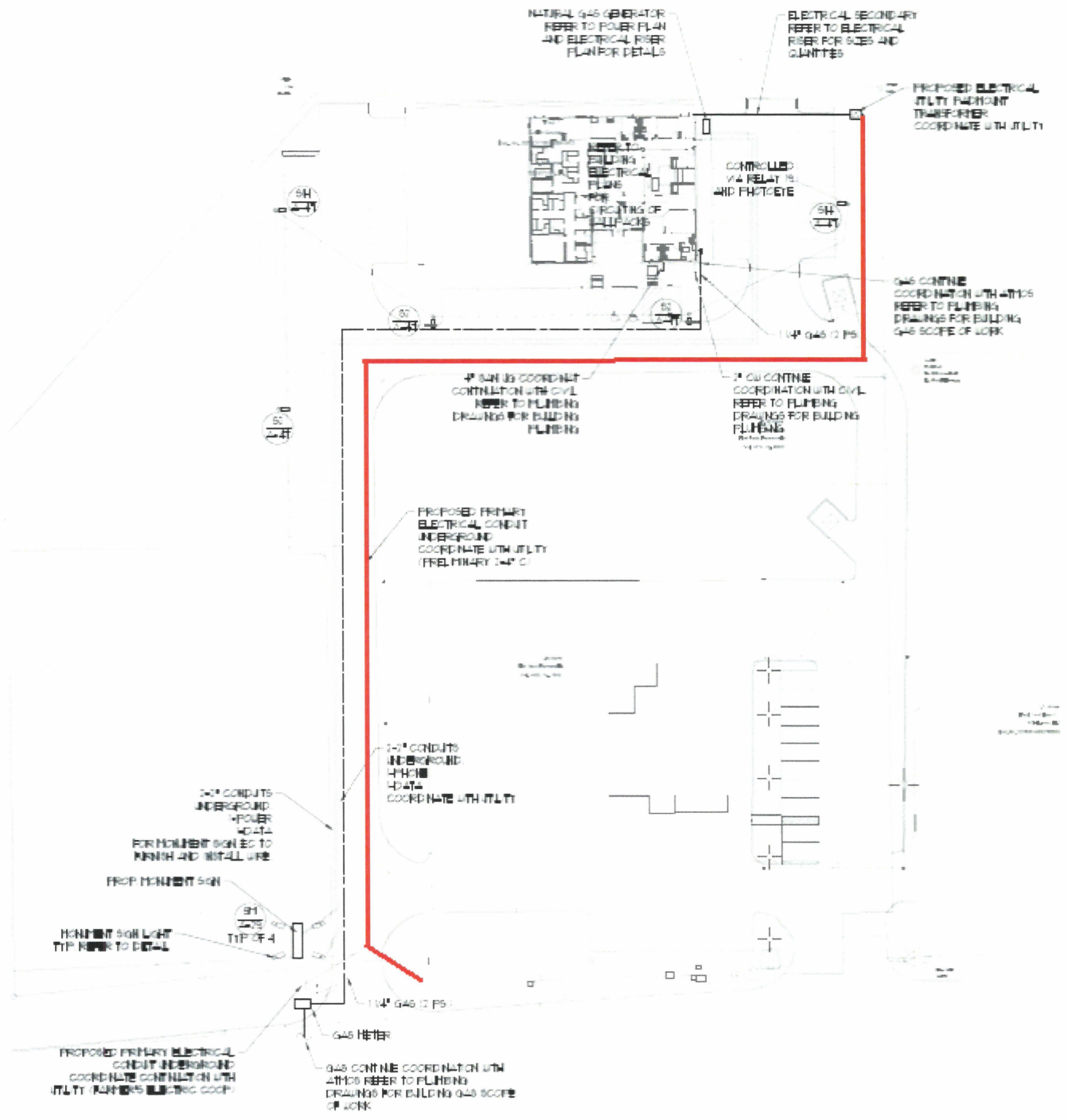
Printed Name Hilari Mark

Notary Seal:



THE STATE OF TEXAS

EXHIBIT A
SITE PLAN AND EASEMENT LOCATION



MEP
SITE PLAN
SCALE 1/8" = 1'-0"