

Line No. 9
Basement No. 12
Name Gabe Nelson

RIGHT OF WAY EASEMENT
(Transmission)

THE STATE OF TEXAS ↓
COUNTY OF Gonzales ↓

KNOW ALL MEN BY THESE PRESENTS:

That Gabe Nelson and Jo May Nelson

(~~GRANTOR~~) (husband and wife) hereinafter called "Grantor", whether one or more, for and in consideration of the sum of Fifty (\$ 50.00) Dollars, cash to Grantor by Guadalupe Valley Electric Cooperative, Inc., a corporation, (hereinafter referred to as the "Cooperative"), paid, do hereby grant and convey unto the Cooperative, its successors and assigns, an easement or right-of-way for the purpose of constructing, operating, and maintaining an electric transmission and/or distribution line, consisting of a variable number of wires and all necessary or desirable appurtenances, including towers, poles of wood, metal or other materials, telephone and telegraph wires, and guys and anchors, at a location and on a route to be selected by the Cooperative, on, over, across, and upon that certain tract or parcel of land, consisting of 1.56 acres, part of the East of Water St. & Tier No. 2 Survey, Abstract No. _____, Gonzales County, Texas, and being the same land described in a Deeds from * to G.C. Nelson, dated **, and on record in Vol. ***, pages ***, of the Deed Records of said County, to which instrument and the said record thereof, reference is here made for descriptive and all pertinent purposes.

*From (1) J.S. Davis et ux (Rge. 12 & 13) **Dated (1) Nov. 3, 1942 ***Vol. (1) 200/512
(2) Frank Batemen, et ux (Rge 14) (2) Jan. 13, 1940 &Pages (2) 186/573
(3) Robbie Edgar et vir (Tier #2) (3) Mch. 8, 1941 (3) 190/508

Together with the right of ingress and egress over Grantors' adjacent lands to and from said right-of-way for the purpose of constructing, improving, reconstructing, repairing, installing new wire on, operating, maintaining, and removing said lines and appurtenances; the right to relocate and rebuild said lines and appurtenances; the right to remove, trim, or cut down trees or shrubbery or parts thereof or any other obstructions which may endanger, interfere, or impair the efficiency, safety, or convenient operation of said line and its appurtenances; the right to place temporary guys, poles, and supporting structures for use in erecting, repairing, or removing such lines; and the right to remove, cut down, and prevent the growth of any trees or shrubs within 20 feet of said line. Grantor shall not construct any structure or improvement nearer than 20 feet to said line without written consent of the Cooperative.

The right is reserved by Grantor to use the land nearer than 20 feet to said line for general agricultural and grazing purposes, provided such use shall not include the growing of trees thereon or any other use which might interfere with the exercise of the rights herein granted.

Not more than 10 openings shall be made in the ground along said right-of-way in which shall be placed poles, tower foundations, or guy anchors unless the Cooperative, its successors or assigns, shall pay to Grantor, his heirs or legal representatives (\$ 10.00) for each such opening in excess of said number, and upon such payment the Cooperative, its successors or assigns, shall have the right and the right is hereby granted, to make additional openings in the ground for poles, tower foundations, or guy anchors in excess of the number specified above at or near the right-of-way herein granted.

Grantor warrants that Grantor is the owner of said property and has the right to execute this easement. Grantor agrees that all poles, wires, and other facilities installed on the above mentioned land by the Cooperative and at its expense shall remain its property, removable at its option. The Cooperative may install gates in fences crossing the right-of-way herein granted.

To have and to hold the above described easement and rights unto the Cooperative, its successors and assigns, until said easement and rights shall be relinquished by the Cooperative.

Grantor does hereby bind himself, his heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the Cooperative, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS OUR HAND S this 13 day of November, 1963.
WITNESSES:

Gabe Nelson
Jo May Nelson

Grantor

CKM

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS }
COUNTY OF GONZALES }

I, Robert Boothe Clerk County Court of said County

do hereby certify that the foregoing instrument of writing, with its Certificate of Authentication, was filed for record in my office the 17 day of February A. D. 1964, at 1:30 o'clock P. M. and duly recorded this 18 day of February A. D. 1964, at 10:30 o'clock A. M. in the Deed Records of said County, in Volume 336 on pages 362.

Witness my hand and seal of the County Court of the said County, at Office in Gonzales the day and year last above written.

Robert Boothe Clerk
County Court, Gonzales County, Texas.

By Sylvia Lowry Deputy

THE STATE OF TEXAS }
COUNTY OF Gonzales }

Before me, the undersigned authority, on this day personally appeared Gabe Nelson and Jo May Nelson, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and the said Gabe Nelson acknowledged to me that he executed the same for the purposes and consideration therein expressed. And the said Jo May Nelson, wife of the said Gabe Nelson, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Jo May Nelson, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this the 13 day of November, A.D. 1963.

George Barnard (George Barnard)
Notary Public in and for
Gonzales County, Texas

WITNESS ACKNOWLEDGMENT

THE STATE OF TEXAS }
COUNTY OF _____ }

Before me, the undersigned authority in and for said County and State, on this day personally appeared _____, known to me to be the person whose name is subscribed as a witness to the foregoing instrument of writing, and, after being duly sworn by me, stated on oath that he saw _____, the Grantor, subscribe the same and that he signed the same as a witness at the request of the Grantor.

Given under my hand and seal of office this the _____ day of _____, A.D. 19____.

Notary Public in and for

County, Texas

56598

EASEMENT

FROM
Gabe Nelson et ux

TO
GUADALUPE VALLEY ELECTRIC
COOPERATIVE, INC.

RECORDED FOR RECORD
FILED FOR RECORD
FEB 17 1964
10:30 o'clock
in _____
Book _____
County Clerk
By _____, Deputy.

After Recording Return To
GUADALUPE VALLEY ELECTRIC
COOPERATIVE, INC.
P. O. BOX 118
GONZALES, TEXAS

336/362

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