

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Easement and Right of Way

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HIDALGO

That, **Hidalgo County, Texas** "GRANTOR", whether one or more, together with all and singular, for the **CONSIDERATION** and/or other benefits received by **GRANTOR** from **Magic Valley Electric Cooperative, Inc.** "GRANTEE", a Texas Corporation, and/or Ten and No/100's dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of some consideration deemed valuable to **GRANTOR** being hereby expressly acknowledged and accepted by **GRANTOR** does **GRANT, SELL and CONVEY** unto **GRANTEE** an **EASEMENT** appurtenant and **Right-of-Way** in, upon, and across the **EASEMENT PROPERTY** described herein.

I. PROPERTY

The **GRANTORS** property containing the **EASEMENT PROPERTY** is located in Hidalgo County, Texas, and is more particularly described as follows, to wit,

SEE EXHIBIT "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF.

II. GRANT

EASEMENT and Right of Way granted, sold and conveyed by this document is subject to any easement rights previously granted by the **GRANTOR** and is described as follows:

An **EASEMENT and Right of Way** being 0.349 acres for electric transmission line, electric distribution line or lines, and/or communication line or lines. The line and/or lines installed will consist of poles, towers and circuits consisting of a variable number and sizes of wires and/or cables, overhead and/or underground.

GRANTOR acknowledges and understands that this **EASEMENT** and **Right of Way** also includes authorization to the **GRANTEE** to install all necessary or desirable appurtenances, appliances, facilities and equipment. The facilities to be installed includes, but is not limited to, supporting structures, poles, towers, crossarms, insulators, transformers, guy wires, anchors and other facilities whether made of wood, metal, or other materials.

GRANTOR grants to **GRANTEE** the right and authority to use the installed facilities for electrification, data communication, telephone, telegraph, television or other similar purposes.

GRANTOR also grants to **GRANTEE** the right and authority to license, permit or otherwise agree to the joint use or occupancy of the line, lines, or other facilities by any other person or entity for electrification, telephone, data communication, telegraph, television or other similar purposes.

This **EASEMENT**, **Right of Way**, rights, and privileges herein granted shall be used for the purpose of providing utility service, constructing, placing, operating, maintaining, reconstructing, replacing, relocating, reconstituting, changing the size or nature of, rebuilding, upgrading, removing, inspecting, patrolling, and/or repairing the facilities or any part thereof, and making connections therewith, and to undertake the same for any of the other joint uses authorized herein. The purpose shall also include use of the **EASEMENT**, **Right-of-Way**, rights and privileges granted herein for any use directly related to the project or financing of the project facilities.

The **GRANTOR** authorizes the **GRANTEE**, to the right to cut, trim, chemically treat with herbicides, and/or remove trees, shrubs, bushes, brush or vegetation, within or adjacent to the **EASEMENT PROPERTY** or otherwise necessary to economically realize the purpose and rights herein stated. The **GRANTEE** is also authorized to remove other obstructions, which endanger or may interfere with the safety or efficiency of said lines or appurtenances.

GRANTEE shall have the right to place temporary poles, towers, anchorage, guys, and supporting structures for use in erecting or repairing the project. **GRANTEE** shall have the right to use such portion of the property along and adjacent to the **EASEMENT PROPERTY** and **Right-of-Way** as may be reasonably necessary in connection with the **PURPOSES** stated, or any one or more of them relating to the project, or any part thereof.

III. EASEMENT PROPERTY

**SEE EXHIBIT "A" AND "B" ATTACHED HERETO AND MADE A PART
HEREOF.**

**IV. The EASEMENT and Right-of-Way granted, sold and conveyed by this document
includes 0.349 acres.**

V. TERM

The **EASEMENT** and access rights granted herein, as well as the covenants made herein shall be perpetual and appurtenant to the land, unless abandoned by the **GRANTEE** for a period of 10 years.

VI. ACCESS

GRANTEE shall have the right of pedestrian, equipment, and vehicular ingress and egress at all times upon and across the EASEMENT PROPERTY for the above stated purpose. GRANTEE shall also have the right of ingress and egress over existing roads across the adjacent or remainder property of GRANTOR for the purpose of obtaining access. In the event that access is not reasonably available over existing roads, GRANTEE shall have the right of reasonable ingress and egress over the adjacent property of GRANTOR along any route that is reasonable and appropriate.

GRANTOR, Grantor's successors and assigns, shall not cause or permit new construction of habitable structures on the EASEMENT PROPERTY, nor cause or permit new construction of any obstructions that would cause a violation of the National Electric Safety Code or limit the rights granted and conveyed to the GRANTEE. GRANTEE shall have the right to remove from the EASEMENT PROPERTY any structure, improvement, or obstruction and GRANTOR agrees to pay GRANTEE the reasonable cost of such removal and this agreement shall be a covenant running with the land for the benefit of GRANTEE.

VII. DAMAGES

It is understood and agreed that the **CONSIDERATION** received by **GRANTOR** includes adequate compensation for all damages for the initial construction and all operation and maintenance of the project as well as all damages, if any, to **GRANTOR's** property which may occur in the future after the original construction of the project, directly resulting from **GRANTEE's** non-negligent exercise of any purpose or right granted. **GRANTEE** shall not be liable for damages caused by keeping the **EASEMENT PROPERTY** clear of trees, undergrowth, brush, and obstructions.

VIII. OWNERSHIP

GRANTOR agrees that all poles, wires, cables, circuits, appurtenances, facilities, appliances and equipment installed upon the **EASEMENT PROPERTY** shall at all times remain the property of the **GRANTEE** and is removable at the option of the **GRANTEE**.

IX. MINERALS

GRANTOR expressly reserves all oil, gas, and other minerals owned by **GRANTOR**, in on, and under the **EASEMENT PROPERTY**, provided that **GRANTOR** shall not be permitted to, and shall not allow any party to, drill or excavate for minerals on or from the surface of the **EASEMENT PROPERTY**, but **GRANTOR** may extract oil, gas, or other minerals from and under the **EASEMENT PROPERTY** by directional drilling or other means which do not interfere with or disturb **GRANTEE's** use of the **EASEMENT PROPERTY**.

X. ASSIGNMENT AND MISCELLANEOUS

This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon **GRANTEE GRANTOR, GRANTOR**, and their respective heirs, personal representatives, successors, and assigns. When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "**GRANTEE**" includes the employees, contractors, and authorized agents of **GRANTEE**.

TO HAVE AND TO HOLD the above described **EASEMENT** and rights unto the **GRANTEE, its successors and assigns, and legal representative to warrant and defend** against every person whomsoever lawfully claiming or to claim the same or any part thereof, the rights and appurtenances thereto in any wise belonging to **GRANTEE** and **GRANTEE's** successors and assigns forever.

XI. INDEMNIFICATION

GRANTEE will defend, indemnify and hold **GRANTOR** harmless from claims of injury and damage, losses and judgments, such claim, losses and judgments being the result of the sole or concurrent acts and omissions of **GRANTEE**, its representatives, agents, contractors, employees, successors and assigns, and associated in any way with the use of the rights granted under this **EASEMENT and Right-of-Way**.

EXECUTED this the _____ day of _____, 2010.

County of Hidalgo

By: _____

Title: _____

THE STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this _____ day of _____, 2010,
by _____, Title _____ of
Hidalgo County, Texas.

Notary Public Signature

Notary Public Name

My Commission Expires: _____

EXHIBIT A

AMBIOTEC GROUP
5420 Paredes Line Road
Brownsville, Texas 78526
(956) 548-9333 Fax (956) 548-9399

June 4, 2010
Project No. 2687

METES AND BOUNDS DESCRIPTION OF A 0.349 ACRE TRACT

Being a 0.349 acre tract of land, more or less, out of Lot 16, Block 44, Alamo Land and Sugar Company Subdivision as recorded in Volume 1, Page 24 of the Map Records of Hidalgo County, Texas, said 0.349 acre tract further being out of a 4.00 acre tract conveyed to Hidalgo County, Texas as recorded in Document # 2087743 of the Deed Records of Hidalgo County, Texas. Said 0.349 acre tract being more particularly located and described as follows:

Commencing at the Northwest corner of said Lot 16, Block 44, same being the Northwest corner of a 1.00 acre tract (remainder of a 5.00 acre tract) conveyed to Maria Guadalupe Perez as recorded in Document # 1490830 of the Deed Records of Hidalgo County, Texas, same being the Southwest corner of a 13.00 acre tract conveyed to Rio Grande Bible Institute, Inc. as recorded in Document # 1402112 of the Deed Records of Hidalgo County, Texas, said corner being in the centerline of Cesar Chavez Road (existing 60 ft right-of-way). Thence, with the North line of said Lot 16, Block 44, same being the North line of said 1.00 acre tract, same being the South line of said 13.00 acre tract, South 81 degrees 26 minutes 02 seconds East (recorded South 81 degrees 15 minutes 00 seconds East-Deed), a distance of 30.00 feet to the Northwest corner of said 4.00 acre tract, said corner being in the East right-of-way line of said Cesar Chavez Road, continuing a total distance of 273.77 feet to a point. Thence, South 21 degrees 26 minutes 02 seconds East, a distance of 57.76 feet, for the Northwest corner and the Point of Beginning of this 0.349 acre tract;

Thence, with a line parallel to and a distance of 50.00 feet perpendicular from the North line of said Lot 16, Block 44, same being the North line of said 4.00 acre tract, same being the South line of said 13.00 acre tract AND the South line of Bibleville Subdivision as recorded in Volume 32, Page 145-B of the Map Records of Hidalgo County, Texas, South 81 degrees 26 minutes 02 seconds East, a distance 1017.36 feet to the East line of said Lot 16, Block 44, same being the East line of said 4.00 acre tract, same being the West line of a 28.45 acre tract conveyed to Oscar Santos

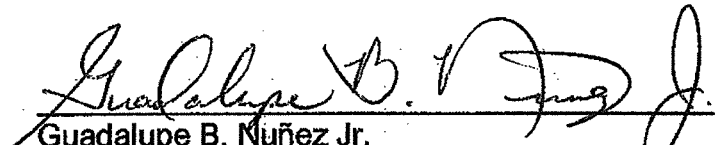
as recorded in Document # 1474987 of the Deed Records of Hidalgo County, Texas, for the Northeast corner of this 0.349 acre tract;

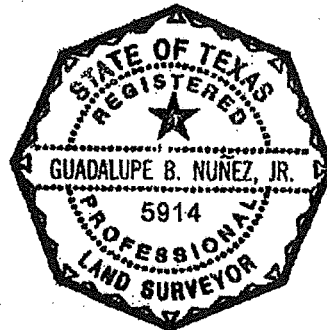
Thence, with the East line of said Lot 16, Block 44, same being the East line of said 4.00 acre tract, same being the West line of said 28.45 acre tract, South 08 degrees 33 minutes 58 seconds West (recorded South 08 degrees 45 minutes 00 seconds West-Deed), a distance of 15.00 feet, for the Southeast corner of this 0.349 acre tract;

Thence, with a line parallel to and a distance of 65.00 feet perpendicular from the North line of said Lot 16, Block 44, same being the North line of said 4.00 acre tract, North 81 degrees 26 minutes 02 seconds West, a distance of 1008.70 feet, for the Southwest corner of this 0.349 acre tract;

Thence, North 21 degrees 26 minutes 02 seconds West, a distance of 17.32 feet, to the Point of Beginning;

Said described tract containing 0.349 acres, more or less.


Guadalupe B. Nuñez Jr.
Registered Professional Land Surveyor No. 5914



6/4/10

EXHIBIT B

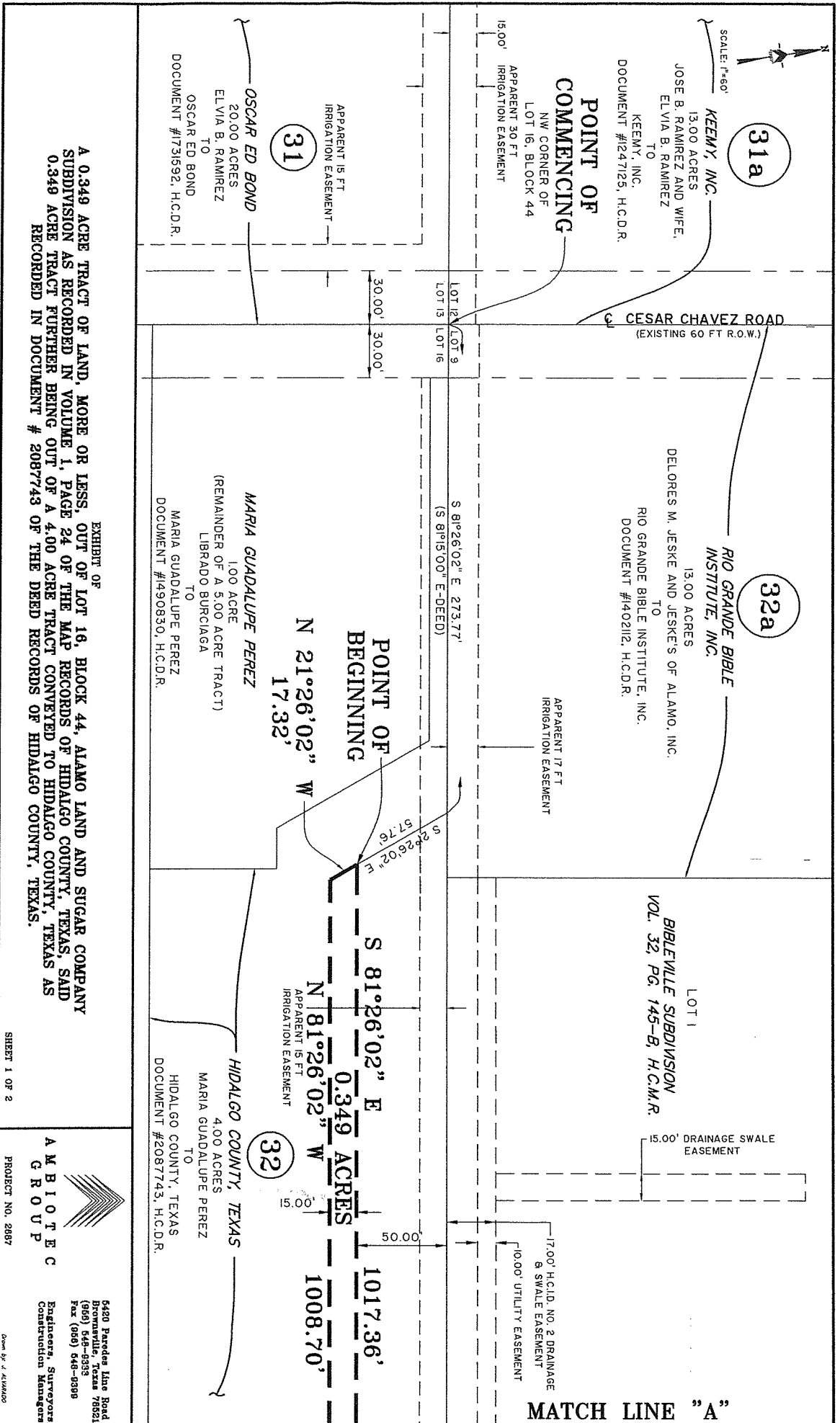


EXHIBIT OF
 A 0.349 ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT 16, BLOCK 44, ALAMO LAND AND SUGAR COMPANY
 SUBDIVISION AS RECORDED IN VOLUME 1, PAGE 24 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID
 0.349 ACRE TRACT FURTHER BEING OUT OF A 4.00 ACRE TRACT CONVEYED TO HIDALGO COUNTY, TEXAS AS
 RECORDED IN DOCUMENT # 2087743 OF THE DEED RECORDS OF HIDALGO COUNTY, TEXAS.

SHEET 1 OF 2

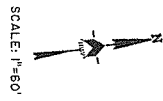
PROJECT NO. 2887

A M B I O T E C
G R O U P

5420 Parades Lane Road
 Houston, Texas 75052
 (959) 548-5333
 Fax (959) 548-5399

Engineers, Surveyors
 Construction Managers

Drawn By: J. ALVARADO



MATCH LINE "A"

15.00' DRAINAGE SWALE EASEMENT

APPARENT 15.00' IRRIGATION EASEMENT

BIBLEVILLE EXPANSION HOLDING COMPANY TRUST TO RIO GRANDE BIBLE INSTITUTE, INC. DOCUMENT #964578, H.C.D.R.

32a

3.182 ACRES RIO GRANDE BIBLE INSTITUTE, INC.

15.00' DRAINAGE SWALE EASEMENT

(S 81°15'00" E-DEED)

17.00' H.C.I.D. NO. 2 DRAINAGE & SWALE EASEMENT TO 10.00' UTILITY EASEMENT

LOT 1 BIBLEVILLE SUBDIVISION VOL. 32, PG. 145-B, H.C.M.R.

15.00' DRAINAGE EASEMENT H.C.I.D. NO. 2

10.00' UTILITY EASEMENT

S 81°26'02" E
N 81°26'02" W

0.349 ACRES

32

1017.36'

1008.70'

HIDALGO COUNTY, TEXAS
4.00 ACRES
MARIA GUADALUPE PEREZ
TO
HIDALGO COUNTY, TEXAS
DOCUMENT #2087743, H.C.D.R.

50.00'

5.00'

LOT 9
LOT 16
LOT 10
LOT 15

S 08°33'58" W
15.00'

33

OSCAR SANTOS
28.45 ACRES
KENNETH ADAIR CHESNUT AND WIFE, RUTH AGUIRRE LOPEZ CHESNUT AND VERNON LEE CHESNUT TO OSCAR SANTOS DOCUMENT #1474987, H.C.D.R. APPARENT 30 FT IRRIGATION EASEMENT

HACIENDA VALENTIN SUBDIVISION VOL. 48, PG. 41, H.C.M.R.

20.00' DRAINAGE SWALE EASEMENT

15.00' ELECTRICAL & UTILITY EASEMENT

20

19

EXHIBIT OF
A 0.349 ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT 16, BLOCK 44, ALAMO LAND AND SUGAR COMPANY SUBDIVISION AS RECORDED IN VOLUME 1, PAGE 24 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 0.349 ACRE TRACT FURTHER BEING OUT OF A 4.00 ACRE TRACT CONVEYED TO HIDALGO COUNTY, TEXAS AS RECORDED IN DOCUMENT # 2087743 OF THE DEED RECORDS OF HIDALGO COUNTY, TEXAS.

SHEET 2 OF 2



PROJECT NO. 2887

5430 Paredes Lane Road
Houston, Texas 78253
(966) 548-9333
Fax (966) 548-9398
Engineers, Surveyors
Construction Managers

Drawn by: L. ALVARADO