



PUBLIC SERVICES-ELECTRIC UTILITY

Easement No. _____
File No. _____
Address: _____
Initials: _____

ELECTRIC UTILITY EASEMENT

STATE OF TEXAS

COUNTY OF HAYS

DATE: 2/12/2020

GRANTOR: Franco Ortiz

GRANTOR'S ADDRESS: 111 Staples rd.

GRANTEE: CITY OF SAN MARCOS

GRANTEE'S ADDRESS: 630 EAST HOPKINS STREET
SAN MARCOS, TX 78666.

PROPERTY:

GRANTOR for good and valuable consideration, the receipt and sufficiency of which is acknowledged, does hereby grant, sell and convey to GRANTEE an easement and right of way along, over, under, and across the Property (the "Easement") to place, construct, reconstruct, install, operate, repair, maintain, inspect, replace, upgrade or remove (in whole or in part) electric distribution lines and systems, consisting of a variable number of electric lines, transformers, and all necessary or desirable appurtenances and structures (the "Facilities") be placed, constructed, reconstructed, installed, operated, repaired, maintained, inspected, replaced, upgraded or removed (in whole or in part), in the Easement for the purposes stated above.

GRANTEE shall have the right and privilege at any reasonable time or times to enter upon and cross the Property to the extent necessary for the foregoing purposes, and to cut or trim trees and shrubbery and remove obstructions as necessary to keep them clear of the Facilities and permit GRANTEE unimpeded access to the Facilities in the Easement for the purposes stated above.

GRANTOR may not place, erect or maintain in the Easement (a) any permanent structures, including, but not limited to habitable structures such as homes or offices, (b) any structure of any kind, in such proximity to the Facilities as would constitute a violation of the National Electric Safety Code in effect at the time the structure is erected, nor, (c) without GRANTEE's prior written consent, any structure, including, but not limited to drainage, filtration or detention ponds or make changes in grade, elevation or contour of the land which would impair GRANTEE's access to its Facilities.

After final construction and installation of the Facilities, the easement hereby granted shall be limited to an area extending seven and one-half feet on all sides of the actual installed location of the facilities (the "Easement Area") and this easement shall no longer be in force or effect thereafter as to those portions of the Property outside the easement.

GRANTOR reserves the right to replace this Easement with a replacement easement ("Replacement Easement") containing a surveyed metes and bounds description of the Easement Area. The survey and metes and bounds description shall be prepared at GRANTOR's expense. This Easement shall remain in full force and effect until such time as the Replacement Easement has been accepted by GRANTEE and duly recorded.

Upon completion of initial construction or any subsequent work in the Easement, GRANTEE shall repair any material damage to the Property so as to restore same to substantially the same condition it was in prior to commencement of the work, but GRANTEE shall not be required to replace any trees, shrubbery or obstructions which GRANTEE removed due to interference with its use of the Easement.

TO HAVE AND TO HOLD the same unto GRANTEE and to its successors and assigns, together with the right and privilege at any reasonable time or times to enter upon and cross the Property for the purposes hereinabove stated.

GRANTOR does hereby covenant and bind itself and its heirs, successors, assigns and legal representatives to warrant and forever defend all and singular the above described Easement and rights unto the said GRANTEE, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. Such rights and Easement shall be covenants running with the land and shall be binding upon the GRANTOR, its personal representatives, heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the undersigned has executed the foregoing instrument as of the date first above written.

GRANTOR:

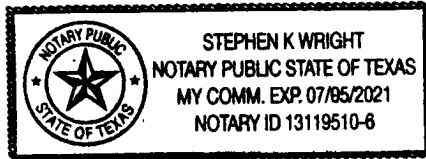
F. J. O. G. O. I. T. Z.



**PUBLIC SERVICES-ELECTRIC UTILITY
ACKNOWLEDGEMENT**

**STATE OF TEXAS
COUNTY OF HAYS**

This instrument was acknowledged before me on this 12th day of February, 2020,
by Francis Ortiz, in the capacity as the Grantor of 111 Staples Rd, a
owner, on behalf of said El Borrego.



[Signature]
Notary Public, State of Texas
My Commission expires: 07/05/2021

ACKNOWLEDGEMENT

**STATE OF TEXAS COUNTY OF
HAYS**

This instrument was acknowledged before me on this _____ day of _____,
20____.

Notary Public, State of Texas
My Commission expires: _____

AFTER RECORDING RETURN TO:

City of San Marcos
Attention: San Marcos Electric Utility-Engineering
1040 Hwy 123
San Marcos, TX 78666

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Hays County, Texas.

20005823 EASEMENT
02/18/2020 02:47:00 PM Total Fees: \$34.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas

