

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.

ACCESS EASEMENT

Date: _____, 2025

Grantor: City of San Marcos, Texas, a home rule municipal corporation

Grantor's Address: 630 East Hopkins Street, San Marcos, Hays County, Texas 78666

Grantee: Pedernales Electric Cooperative, Inc. and its employees, designees, contractors, successors and assigns, and all those acting by or on behalf of it

Grantee's Address: 303 South Avenue F, Johnson City, Blanco County, Texas 78636

Easement Area: Being a 0.219 of acre tract of land lying in the John Williams Survey, Abstract 490 and in the John Maximillion Jr. Survey 15, Abstract 299, Hays County, Texas, same being a portion of a 4.337 acre tract of land described as "Tract One" and recorded in Volume 1080, Page 874, Official Public Records of Hays County, Texas, and being more particularly described by metes and bounds in Exhibit A, attached hereto and made a part hereof for all purposes.

Consideration: Ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Grantor, for the Consideration, and subject to the Reservations from and Exceptions to Conveyance and Warranty, if any stated herein, grants and conveys to Grantee a perpetual easement along, within, across, over and through the Easement Area for the purposes of providing a continuous unobstructed right of ingress and egress, entry and access by Grantee as follows:

1. Pedestrians may traverse sidewalks and other locations in areas designated for safe pedestrian use such as at intersections and crosswalks. Notwithstanding anything to the contrary herein, the use by pedestrians of the Easement Area does not extend to the public to access any portion of Grantee's property.
2. Equipment and/or machinery, motor vehicles, bicycles and other lawful vehicles may be operated in the areas designated as the Access Easement in Exhibit A.
3. Grantor acknowledges that Grantee is a utility and requires continuous access to its facilities through the Easement Area.

The following terms and conditions shall apply to the Access Easement:

(1) Current Driveways.

a. Repairs and Maintenance.

- i. Repairs and maintenance of all of the Grantor's current asphalt driveway as shown on **Exhibit "A"** shall be shared between the Grantor and the Grantee.
- ii. Repairs and maintenance of a portion of the Grantor's current gravel driveway as shown on **Exhibit "A"** shall be shared between the Grantor and the Grantee.

b. Optional Construction. At its option, Grantee, may improve or upgrade at its expense the existing gravel and asphalt driveways on the portion of the Access Road Easement in such general locations as shown on **Exhibit "A"** to connect to Texas Ranch to Market Road 12. After improvements of such driveway, repairs and maintenance of such driveway or driveways shall be shared between Grantor and Grantee.

(2) Additional Construction and Maintenance. Additional construction of new driveway(s) or driveway improvements as shown on **Exhibit "A"** shall be at the expense of the Grantee.

(3) Additional Conditions.

- a. Both parties, agree that neither will use nor permit any use of the Access Easement which would in any way damage either properties; provided, however, unobstructed passage of persons, vehicles, equipment and/ or machinery by both parties, is expressly permitted in the utilization of the Access Easement. Each party has the right to eliminate any encroachments into the shared portions of the gravel and asphalt driveways of the Access Road Easement.
- b. The shared portions of the gravel and asphalt driveways within the Access Easement will be inspected after initial construction and at least once a year by both parties.
- c. Debris and litter accumulated in and around the Access Easement will be removed during each inspection or on such other basis as may be required.
- d. Both parties will be responsible for record keeping of inspections, maintenance, and repairs for the driveway(s) within the Access Easement.
- e. Both parties will designate personnel to perform inspections, maintenance and repairs and will notify the other party in the event of any inspections, maintenance, and repairs of the shared portions of the gravel and asphalt driveways within the Access Easement.

- f. Both parties will comply with such other City, County, or State requirements that may apply to the asphalt and gravel driveways within the Access Easement and their connection to Texas Ranch to Market Road 12.
- g. In the event of the Grantee's default in maintaining its one-half share of each driveway, Grantor may perform or cause to be performed such obligations herein described. In the event the Grantor causes maintenance to be performed, the Grantor will invoice the Grantee for one-half the expense of said maintenance. Grantee will pay undisputed invoices within 45 days of receipt. Notwithstanding the foregoing, Grantor has no rights of access to any driveway within the Access Easement Grantee constructs for Grantee's benefit.

Grantor warrants the Grantor is the fee simple record owner of the real property described above and that Grantor has the right and authority to execute this instrument.

TO HAVE AND TO HOLD the Access Easement, together with all and singular the rights and appurtenances thereto in any wise belonging unto the Grantee, its successors and assigns, forever; and Grantor binds Grantor and Grantor's successors and assigns TO WARRANT AND FOREVER DEFEND all and singular this easement to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from and Exceptions to Conveyance and Warranty, if any stated herein, by, through, or under Grantor, but not otherwise.

Except as provided above, Grantor covenants for itself and its successors and assigns, not to place or maintain any building, structure, or any other obstruction on or within the Easement Area, or to use the surface of the Easement Area for any purpose that would interfere with or prevent the rights of access within of the Easement Area without the consent of Grantee.

The covenants and agreements contained herein shall run with the land and shall inure to the benefit of and shall be binding upon Grantor and Grantee and their respective successors, and assigns.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR: City of San Marcos, Texas, a home rule municipal corporation

By: _____
Stephanie Reyes, City Manager

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on _____, 2025 by Stephanie Reyes, City Manager of the City of San Marcos, Texas, a home rule municipal corporation, in such capacity on behalf of said entity.

Notary Public, State of Texas

GRANTEE: PEDERNALES ELECTRIC
COOPERATIVE, INC.

By: *Ryan Marlino*
Printed Name: Ryan Marlino
Title: Director, Substation Engineering and Projects

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF ~~HAYS~~ BLANCO §

This instrument was acknowledged before me on this 21st day of May, by Ryan Marlino, Director of Pedernales Electric, a Texas, on behalf of said substation Engineering and Projects Cooperative, Inc. electric cooperative

Alison P. Nolen

Notary Public, State of Texas

After recording, return to:

Pedernales Electric Cooperative, Inc.
201 South Avenue F
Johnson City, Texas 78636

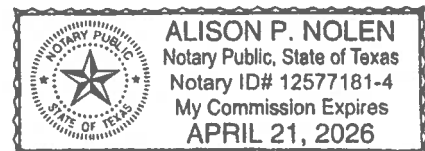


EXHIBIT "A"
Description of Easement Area
(next page)



**PEDERNALES ELECTRIC COOPERATIVE
HAYS COUNTY, TEXAS
0.219 OF AN ACRE TRACT**

EXHIBIT "A"

BEING a 0.219 of acre tract of land lying in the John Williams Survey, Abstract 490 and in the John Maximillion Jr. Survey 15, Abstract 299, Hays County, Texas, same being a portion of a 4.337 acre tract of land described as "Tract One" and recorded in volume 1080, page 874, Official Public Records of Hays County, Texas, same also being described by a drawing (124016_ROAD EASEMENT REV1.dwg dated May 8, 2025) attached to and made part hereof and more particularly described as follows:

COMMENCING at a 5/8" iron rod found with a Texas Department of Transportation Type III aluminum disk (Northing: 13,877,093.77, Easting: 2,288,535.22) in the southwest right-of-way line of R.M. Highway 12 (varying width right-of-way) for the south corner of a 0.0458 of an acre tract of land as described and recorded in document number 16006618, Official Public Records of Hays County, Texas, a west corner of a 0.464 of an acre tract of land as described and recorded in volume 4264, page 511, Official Public Records of Hays County, Texas, and the north corner of a 7.500 acre tract of land described as Exhibit "A" and recorded in document number 24038869, Official Public Records Hays County, Texas;

THENCE along the southwest right-of-way line of the aforementioned R.M. Highway 12 and the southwest right-of-way line of the aforementioned 0.0458 of an acre tract, N66°45'13"W a distance of 25.75 feet (Record – N66°45'13"W) to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for the **PLACE OF BEGINNING** (Northing: 13,877,102.71, Easting: 2,288,514.42) and an east corner of the herein described 0.219 of an acre tract;

THENCE leaving the southwest right-of-way line of the aforementioned R.M. Highway 12 and the southwest line of the aforementioned 0.0458 of an acre tract, S38°58'14"W a distance of 69.32 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for a point of curvature of the herein described 0.219 of an acre tract;

THENCE along a curve to the right with an arc distance of 120.70 feet, a radius of 280.00 feet, a central angle of 24°41'57" and a chord which bears S51°19'12"W a distance of 119.77 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for the end of a non-tangent curve of the herein described 0.219 of an acre tract;

THENCE S62°33'20"W a distance of 64.61 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for a point of curvature of the herein described 0.219 of an acre tract;

THENCE along a curve to the left with an arc distance of 107.70 feet, a radius 315.00 feet, a central angle of 19°35'24" and a chord which bears S52°25'42"W a distance of 107.18 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for the end of a non-tangent curve of the herein described 0.219 of an acre tract;

THENCE S43°50'54"W a distance of 2.90 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for a point of curvature of the herein described 0.219 of an acre tract;

THENCE along a curve to the left with an arc distance of 84.12 feet, a radius 55.00 feet, a central angle of 87°37'49" and a chord which bears S02°00'56"E a distance of 76.16 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for the end of a non-tangent curve of the herein described 0.219 of an acre tract;

**PEDERNALES ELECTRIC COOPERATIVE
HAYS COUNTY, TEXAS
0.219 OF AN ACRE TRACT**

THENCE S46°43'14"E a distance of 16.23 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." in the southeast line of the aforementioned 4.337 acre tract, the northwest line of the aforementioned 7.500 acre tract for an east corner of the herein described 0.219 of an acre tract;

THENCE along the southeast line of the aforementioned 4.337 acre tract, northwest line of the aforementioned 7.500 acre tract, S43°23'46"W a distance of 20.00 feet (Record- S43°23'46"W) to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for the south corner of the herein described 0.219 of an acre tract, from which a 1/2" iron rod found for an angle corner of said 4.337 acre tract and said 7.500 acre tract, bears S43°23'46"W a distance of 149.13 feet (Record- S43°23'46"W");

THENCE leaving the southeast line of the aforementioned 4.337 acre tract and the northwest line of the aforementioned 7.500 acre tract, N46°43'14"W a distance of 16.33 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for a point of curvature of the herein described 0.219 of an acre tract;

THENCE along a curve to the right with an arc distance of 115.26, a radius of 75.00 feet, a central angle of 88°03'09" and a chord which bears N01°55'56"W a distance of 104.25 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for the end of a non-tangent curve of the herein described 0.219 of an acre tract;

THENCE N43°50'54"E a distance of 3.02 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for a point of curvature of the herein described 0.219 of an acre tract;

THENCE along a curve to the right with an arc distance of 114.38, a radius of 335.00 feet, a central angle of 19°33'48" and a chord which bears N52°27'07"E a distance of 113.83 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for the end of a non-tangent curve of the herein described 0.219 of an acre tract;

THENCE N62°33'20"E a distance of 64.87 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for a point of curvature of the herein described 0.219 of an acre tract;

THENCE along a curve to the left with an arc distance of 112.27 feet, a radius of 260.00 feet, a central angle of 24°44'28" and a chord which bears N51°20'28"E a distance of 111.40 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for the end of a non-tangent curve of the herein described 0.219 of an acre tract;

THENCE N38°58'14"E a distance of 63.69 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." in the southwest right-of-way line of the aforementioned R.M. Highway 12 and the southwest line of the aforementioned 0.0458 acre tract, for the north corner of the herein described 0.219 of an acre tract, from which a 1/2" iron rod found bears in the northwest line of the aforementioned 4.337 acre tract and the southeast line of a 200 acre tract of land as described and recorded in volume 1871, page 783, Official Public Record Hays County, Texas, bears N89°31'48"W a distance of 81.05 feet;

**PEDERNALES ELECTRIC COOPERATIVE
HAYS COUNTY, TEXAS
0.219 OF AN ACRE TRACT**

THENCE along the right-of-way line of the aforementioned R.M. Highway 12 and the southwest line of the aforementioned 0.0458 of an acre tract, S66°45'13"E a distance of 20.78 feet (Record – S66°45'13"E) to the **PLACE OF BEGINNING** and containing 0.219 of an acre of land.

The bearing basis for this survey and noted coordinates is Grid North, Texas State Plane Coordinate System, NAD 1983(HARN), South Central Zone (4204) Epoch: 2010. All noted distances are Surface (Scale Factor: 1.00012).

THE STATE OF TEXAS X
 X **KNOWN TO ALL MEN BY THESE PRESENTS:**
COUNTY OF BEXAR X

I, Derek Snoga, a Registered Professional Land Surveyor, do hereby certify that the above field notes were prepared using information obtained by an on the ground survey made under my direction and supervision in January 2024 through February 2025.

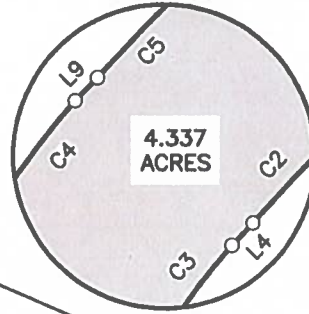
Date 8th day of May 2025 A.D.




Derek Snoga
Registered Professional Land Surveyor
No. 6511 - State of Texas

EXHIBIT "A"

DETAIL
NOT TO SCALE



Pg. 4 of 5
LEGAL DESC. 124016_ROAD EASEMENT.docx
CDS JOB NO. 124016

BEARING BASIS: GRID NORTH
COORDINATE SYSTEM: TEXAS STATE PLANE,
NAD83(2011), EPOCH:2010
TEXAS SOUTH CENTRAL ZONE (4204)

ALL DISTANCES SHOWN ARE SURFACE.
(GRID X 1.00012 = SURFACE)

THIS EXHIBIT REPRESENTS A BOUNDARY SURVEY
ONLY. EASEMENTS SHOWN HEREON ARE FOR
REFERENCE PURPOSES ONLY. NO ADDITIONAL
EASEMENTS WERE RESEARCHED BY CDSMUERY.

PROPERTY OWNER NAMES WERE OBTAINED FROM
THE HAYS COUNTY, TEXAS APPRAISAL DISTRICT
RECORDS FROM DEED RECORDS PROVIDED BY
CDS/MUERY.

R.O.W.

R.O.W.

R.M. HIGHWAY 12
(VARYING WIDTH RIGHT-OF-WAY)

JOHN MAXIMILLION JR.
SURVEY NO. 15,
ABSTRACT 299

JOHN WILLIAMS SURVEY,
ABSTRACT 490



STATE OF TEXAS
0.005 OF AN ACRE
VOL. 389, PG. 30
O.P.R.H.C.

STATE OF TEXAS
0.0458 OF AN ACRE
DOC. #16006618
O.P.R.H.C.

SAN MARCOS BAPTIST
ACADEMY FOUNDATION
REMAINING PORTION
OF 200 ACRES
VOL. 1871, PG. 783
O.P.R.H.C.

POB
N: 13,877,102.71
E: 2,288,514.42

COUNTY OF HAYS
0.464 OF AN ACRE
VOL. 4264, PG. 511
O.P.R.H.C.

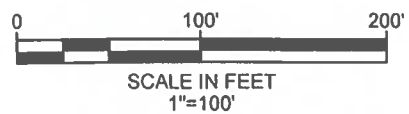
POC
N: 13,877,093.77
E: 2,288,535.22

PEDERNALES ELECTRIC
COOPERATIVE, INC.
7.500 ACRES
EXHIBIT "A"
DOC. #24038869
O.P.R.H.C.

MONUMENTATION SHOWN HEREON
WILL BE SET UPON ACCEPTANCE
OF THIS DOCUMENT AND RIGHT
OF ENTRY HAS BEEN GRANTED
TO CDSMUERY.

SAN MARCOS BAPTIST
ACADEMY FOUNDATION
2.467 ACRES
VOL. 5083, PG. 689
O.P.R.H.C.

CITY OF
SAN MARCOS
"TRACT ONE"
4.337 ACRES
VOL. 1080, PG. 874
O.P.R.H.C.



LEGEND

- - 1/2" IRON ROD SET WITH PLASTIC CAP
STAMPED "CDS/MUERY S.A. TX."
- - 5/8" IRON ROD FOUND WITH TEXAS
DEPARTMENT OF TRANSPORTATION
TYPE III ALUMINUM DISK
(UNLESS OTHERWISE NOTED)
- POB - PLACE OF BEGINNING
- POC - PLACE OF COMMENCEMENT
- P.S. - PROPERTY LINES
- ~ - APPROXIMATE SURVEY LINES
- R.O.W. - RIGHT-OF-WAY
- - - REFERENCE LINE
- O.P.R.H.C. - OFFICIAL PUBLIC RECORDS OF HAYS COUNTY
- RECORD "1" - RECORD CALL TAKEN FROM
DOC. #16006618, O.P.R.H.C.
- RECORD "2" - RECORD CALL TAKEN FROM
DOC. #17016156, O.P.R.H.C.

**0.219 OF AN ACRE
ACCESS EASEMENT
PEDERNALES ELECTRIC
COOPERATIVE
JOHN MAXIMILLION JR.
SURVEY NO. 15,
ABSTRACT 299 AND
JOHN WILLIAMS SURVEY,
ABSTRACT 490
HAYS COUNTY, TEXAS**



EXHIBIT "A"

Pg. 5 of 5

LEGAL DESC. 124016_ROAD EASEMENT.docx
CDS JOB NO. 124016

BEARING BASIS: GRID NORTH
COORDINATE SYSTEM: TEXAS STATE PLANE,
NAD83(2011), EPOCH:2010
TEXAS SOUTH CENTRAL ZONE (4204)

ALL DISTANCES SHOWN ARE SURFACE.
(GRID X 1.00012 = SURFACE)

THIS EXHIBIT REPRESENTS A BOUNDARY SURVEY
ONLY. EASEMENTS SHOWN HEREON ARE FOR
REFERENCE PURPOSES ONLY. NO ADDITIONAL
EASEMENTS WERE RESEARCHED BY CDSMUERY.

PROPERTY OWNER NAMES WERE OBTAINED FROM
THE HAYS COUNTY, TEXAS APPRAISAL DISTRICT
RECORDS FROM DEED RECORDS PROVIDED BY
CDS/MUERY.

LINE	BEARING	DISTANCE	RECORD BEARING	RECORD DISTANCE	RECORD SOURCE
L1	N66°45'13"W	25.75'	N66°45'13"W		"1"
L2	S38°58'14"W	69.32'			
L3	S62°33'20"W	64.61'			
L4	S43°50'54"W	2.90'			
L5	S46°43'14"E	16.23'			
L6	S43°23'46"W	20.00'	S43°23'46"W		"2"
L7	S43°23'46"W	149.13'	S43°23'46"W		"2"
L8	N46°43'14"W	16.33'			
L9	N43°50'54"E	3.02'			
L10	N62°33'20"E	64.87'			
L11	N38°58'14"E	63.69'			
L12	N89°31'48"W	81.05'			
L13	S66°45'13"E	20.78'	S66°45'13"E		"1"

0.219 OF AN ACRE
ACCESS EASEMENT
PEDERNALES ELECTRIC
COOPERATIVE
JOHN MAXIMILLION JR.
SURVEY NO. 15,
ABSTRACT 299 AND
JOHN WILLIAMS SURVEY,
ABSTRACT 490
HAYS COUNTY, TEXAS

CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	280.00'	120.70'	24°41'57"	S51°19'12"W	119.77'
C2	315.00'	107.70'	19°35'24"	S52°25'42"W	107.18'
C3	55.00'	84.12'	87°37'49"	S2°00'56"E	76.16'
C4	75.00'	115.26'	88°03'09"	N1°55'56"W	104.25'
C5	335.00'	114.38'	19°33'48"	N52°27'07"E	113.83'
C6	260.00'	112.27'	24°44'28"	N51°20'28"E	111.40'

