

Project: 2024-52832; McDonald's Site
Parcel: 00123.0001

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.

ELECTRIC UTILITY EASEMENT

DATE: April 25, 2025

GRANTOR: Vaquero SM Wonder World Partners, LP, a Texas limited partnership

GRANTOR'S ADDRESS: 2627 Tillar Street, Suite 111, Fort Worth, Tarrant County, Texas 76107-1315

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

GRANTEE'S ADDRESS: 630 East Hopkins Street, San Marcos, Hays County, Texas 78666

PROPERTY: Being all of Lot 3B, Hunters Crossing Lots 3A & 3B, a subdivision in Hays County, Texas, according to the map or plat thereof, recorded in Volume 19, Page 65, Plat Records, Hays County, Texas.

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.

Within Sixty (60) days after final construction and installation of the Facilities, **GRANTOR**,

at **GRANTOR'S** expense, shall provide to **GRANTEE** a metes and bounds survey prepared by a qualified state licensed professional engineer, showing the boundaries of an area extending at least ten feet on all sides of the actual installed location of the Facilities (the "Easement Area"). Upon **GRANTEE'S** approval of the survey of the Easement Area, **GRANTEE** will prepare an instrument amending this Easement by limiting this Easement to the Easement Area and releasing the remainder of the Property from this Easement. Upon the recording of such instrument at **GRANTOR'S** expense, this Easement shall no longer be in force or effect thereafter as to those portions of the Property outside the Easement Area.

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 successors 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 representative, heirs, executors, administrators, successors, and assigns.

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

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE(S) ON FOLLOWING PAGE.*

**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.

25019886 EASEMENT
06/02/2025 02:06:08 PM Total Fees: \$41.00

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

