



***BEC internal use only***

MAP REF. # **6907 025**

W.O. #

## EASEMENT

THE STATE OF TEXAS

COUNTY OF **HAYS**

The undersigned **City of San Marcos**, ("Grantor"), for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto **BLUEBONNET ELECTRIC COOPERATIVE, INC.** ("Grantee"), whose post office address is P.O. Box 729, Bastrop, Texas 78602, and its legal representatives, successors and assigns, a non-exclusive, permanent and perpetual easement and right of way (the "Easement") in, upon, below or above Grantor's lands, situated in the County of **Hays**, State of Texas, and described as follows (the "Property"):

A tract of land consisting of approximately **0.96 & 2.0597** acres in the **Hills of Hays Phase 1 Lot 56 Blk 2**, or described in instrument recorded in **Volume 4, Page 268**, Plat Records of **Hays County, Texas**.

**The area of the Easement for Underground Electric Facilities shall be 10 feet either side of the initial line(s) as constructed by Grantee (the "Easement Area") as depicted in attached metes and bounds survey, attached as Exhibit A, and made a part hereof for all purposes.**

The purpose and scope of this Easement is to place, construct, re-construct, re-phase, operate, maintain, relocate, replace and remove in, below the Easement Area an underground electric distribution line or system, telecommunications systems and equipment, or other services and systems, and its related appurtenances and equipment, and to cut, trim, chemically treat, and/or remove any or all trees, brush, shrubbery or other obstructions within or outside the Easement Area to the extent necessary to keep the Easement Area clear, or which might otherwise endanger or interfere with the efficiency of the lines. Non-use of the Easement shall not be deemed an abandonment. the Easement shall only be terminated by written instrument executed by Grantee and recorded in the real property records of the county or counties in which the Easement Area is located. The purpose and scope of this Easement may not be changed, and Easement Area may not be relocated, without Grantee's written consent. The underground electric facilities installed under this Easement shall be installed using open trenching and in substantial accordance with the minimum specifications shown in Exhibit B, attached hereto and made a part hereof, provided that the City Engineer may approve variations to such specifications in writing.

Grantee shall have the right of pedestrian, vehicular, and equipment ingress and egress over the Property, or any other of Grantor's adjacent lands, to and from the Easement Area for the purpose of placing, constructing, re-constructing, re-phasing, operating, maintaining, relocating, replacing and removing said lines and appurtenances, and may make use of such Property or other lands outside the Easement Area as is reasonably necessary for such activities, including the temporary placement and storage of vehicles and equipment.

To have and to hold unto Grantee, its legal representatives, successors and assigns, forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, legal representatives, successors and assigns to warrant and forever defend all and singular the rights herein to Grantee, its legal representatives, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through, or under Grantor, but not otherwise. This is an easement appurtenant and is a covenant running with the land.

Grantor may not construct or place any structures, devices, or obstacles in or on the Easement Area that may in Grantee's opinion constitute a hazard to the safe and reliable operation of the lines and appurtenances installed in the Easement Area or in the opinion of Grantee, a danger to Grantor or the general public.

Grantee acknowledges that the Easement Area and the Property are used by Grantor for a detention pond and drainage utility purposes, and accepts the Easement Area "AS-IS," and with a full understanding of Grantor's prior and continuing underlying uses.

Grantor warrants that Grantor is the legal owner of the Property and the undersigned has authority to grant this Easement and that the Property is free and clear of encumbrances except the following: Validly existing easements, liens, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property.

This written Easement represents the only agreement pertaining to said Easement.

The undersigned has executed this Easement to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY OF SAN MARCOS, TEXAS**

By: \_\_\_\_\_

\_\_\_\_\_  
Title/Printed Name

ATTEST:

\_\_\_\_\_

STATE OF TEXAS  
COUNTY OF HAYS

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, \_\_\_\_\_ of the CITY OF SAN MARCOS, TEXAS, a \_\_\_\_\_, on behalf of and as the act of the CITY OF SAN MARCOS, TEXAS.

\_\_\_\_\_  
Notary Public, State of Texas

After recording, please return to:  
Bluebonnet Electric Cooperative, Inc.  
3198 East Austin Street  
Giddings, Texas 78942