



EASEMENT

THE STATE OF TEXAS

COUNTY OF HAYS

BEC internal use only

MAP REF. # _____

W.O. # _____

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 _____ acres in the _____, or described in a deed or other instrument recorded in **Volume/Book** _____, **Page** _____, or **Instrument #** _____, Real Property Records of _____ County, Texas.

The area of the Easement for Overhead Electric Facilities shall be 15 feet on each side of the centerline of the initial line(s) as constructed by Grantee (the "Easement Area"), and 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"). In addition, Grantee shall have the right to install guy and anchor arrangements inside and/or outside the Easement Area when and where Grantee deems necessary; any area in which such guy and anchor arrangements are installed outside the Easement Area as defined above shall, while such items are in place, be included within the definition of the Easement Area.

The purpose and scope of this Easement is to place, construct, re-construct, re-phase, operate, maintain, relocate, replace and remove in, upon, below or above the Easement Area an 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, including the removal of any dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling even if same are located outside the Easement Area. 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.

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. 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. Any cinderblock walls, driveways, sidewalks, and the like, constructed within the Easement Area will be at Grantor's own risk and may be subject to the unlikely event of damage due to Grantee performing maintenance, repair or replacement of the electric facilities within the Easement Area.

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 and liens of whatsoever character except those held by the following:

Grantor authorizes any employee, agent or other representative of Grantee to complete any blank spaces pertaining to the Property description above after this Easement has been executed by Grantor.

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____.

(Grantor's Printed Name)

(Signature of Grantor or Grantor's Authorized Representative)

(Grantor's Printed Name)

(Signature of Grantor or Grantor's Authorized Representative)

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20____ by _____.
(Grantor's Printed Name)

Notary Public, State Of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20____ by _____.
(Grantor's Printed Name)

Notary Public, State Of Texas

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