UTILITY EASEMENT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BURNET §

The undersigned Marble Falls Independent School District,
(Printed Name exactly as it/they appear on Deed Record)

("Grantor") (whether one or more), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT AND CONVEY unto PEDERNALES ELECTRIC COOPERATIVE, INC. ("Grantee") whose mailing address is P.O. Box 1, Johnson City, Texas 78636, and its contractors, agents, successors and assigns, a permanent easement and right-of-way ("Easement") as hereinafter described for an overhead and/or underground electric distribution line or lines, including, without limitation, poles, guys and anchors, variable number of wires, cables, conduit, enclosures, switches, steel or concrete boxes, concrete or composite pads, transformers, cable risers; and communication systems, as related to the distribution of electricity, energy, power, light, heat, or energy services; and appurtenances reasonably necessary for the approved electric distribution facilities (collectively, the "Facilities"), over, in, under, below, above, through, across, and upon the following descried lands located in Burnet County, Texas (the "Property"):

Being 150.00 acres consisting of 125.16 acres out of the G. W. EDWARDS SURVEY NO. 19, Abstract No. 289, and 24.84 acres out of the D. BALL SURVEY NO. 25, Abstract No. 126, Burnet County, Texas, and also being portions of said Tract I of 359.56 acres conveyed to Mira Vista Partners, Ltd. recorded in Volume 1362, page 0337 of the Official Public Records of Burnet County, Texas, and Tract II of 42.82 acres, Star Ranch Phase One recorded in Cabinet 2, Slide 103C of the Burnet County Plat Records, and being more particularly described in Document Number 0707329 of the Official Public Records of Burnet County, Texas.

The area of the Easement hereby conveyed for Facilities shall be:
fifteen (15) feet in width, being seven and one-half (7.5) feet on each side of the centerline of the Facilities as built (or fifteen (15) feet in total if Facilities are built less than seven and one-half (7.5) feet from a property line (the "Easement Area") or as more particularly described in Exhibit A if attached hereto. Any Facilities (guys and anchors or pads, transformers or switches) if installed outside the Easement Area shall be considered part of the Easement Area.

Property Owner Marble Falls Independent School District or Subdivision Name: MFISD COLT ELEMENTARY Address: 2200 Manzano Mile, Marble Falls, Tx 78654 PEC Reference: ____

The purpose of the Easement is to place and construct; to re-construct, upgrade, to install and add; to relocate, replace, remove, and repair; and to inspect, patrol, maintain and operate the Facilities; the right to place temporary structures; and further to cut, trim, treat and/or remove from said Easement Area and adjacent lands any and all vegetation and parts thereof, or other obstructions which may endanger, or interfere with establishing and continued access, efficiency, and safety of said lines, systems or their appurtenances.

Grantee has the right of pedestrian, vehicular, and equipment ingress and egress over and under the Property, or any of Grantor's adjacent lands, to and from the Easement Area.

Grantor may not place or construct any structures or other obstacles over, in, under, below, above, across and upon the Easement Area that substantially interfere with the Grantee's use and enjoyment of the Easement Area.

Grantor warrants that Grantor is the owner of the Property and has the authority to execute this Easement.

TO HAVE AND TO HOLD the above-described Easement and rights unto Grantee and its successors and assigns, until this Easement is released by written instrument executed by the Grantee and recorded in the Official Real Property Records of the County or Counties in which the Property is located.

Grantor, Grantor's heirs, legal representatives, and successors and assigns, do hereby bind themselves to warrant and forever defend all and singular the above-described Easement and rights unto Grantee its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

[Remainder of page intentionally left blank]

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

Entity Signature Block:
By: Marble Falls Independent School District

_____
(Signature)

_____
(Printed Name)

_____
(Title)

ACKNOWLEDGMENT

THE STATE OF _____§

COUNTY OF _____§

This instrument was acknowledged before me on _____ (date) by _____ (name of officer), _____ (title of officer) of Marble Falls Independent School District a Texas School District, on behalf of said school district.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 20____.

_____
Notary Public in and for
The State of _____

Please Return to:

Pedernales Electric Cooperative, Inc.

Marble Falls Planning Department

4302 N US HWY 281

Marble Falls, TX 78654