

ELECTRIC UTILITY EASEMENT AND RIGHT OF WAY

Map # _____

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STATE OF TEXAS §

§ KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF Bell §

That Killeen Independent School District, of Bell County, Texas (hereinafter referred to as “Grantor,” whether one or more), for the provision of electric service and other good and valuable consideration received the receipt and sufficiency of which is deemed valuable to Grantor and which is hereby expressly acknowledged and accepted by Grantor from Bartlett Electric Cooperative, Inc., a Texas non-profit electric cooperative corporation, whose mailing address is 27492 Highway 95, Bartlett, Texas 76511, and physical address of 27492 Highway 95, Bartlett, Texas 76511 (hereinafter referred to as “Cooperative”), does hereby grant and convey unto the Cooperative, its successors and assigns, a non-exclusive easement and right-of-way for one or more electric lines and communication devices and/or lines for electric operations and/or maintenance, each consisting of a variable number of wires and circuits, and all necessary and desirable appurtenances and attachments including, but not limited to, poles, crossarms, guy wires and guy anchorages of varying heights and/or depths (“Easement”), on, over, under, across, along and upon all that certain land in Bell County, Texas (hereinafter referred to as “Grantor’s Property”) more particularly described in Exhibit “A”, attached hereto and incorporated herein by reference for all purposes.

The Easement and its rights and privileges herein granted shall include the right of pedestrian and vehicular ingress and egress on, over, under, across, along and upon Grantor’s Property and shall be used for the purposes of providing electric utility service to Grantor and/or others (overhead or underground), including, but not limited to, placing, constructing, reconstructing, operating, inspecting, patrolling, maintaining, removing, improving, upgrading, increasing or reducing the capability, capacity and number of circuits, repairing, and relocating electric and/or communication lines and/or devices, or distribution facilities or equipment, as well as reading any meter or performing any act relating to the provision of utility service.

This Easement, together with all rights and privileges herein granted, shall be a covenant running with the land for the benefit of the Cooperative, its successors and assigns, and such rights and privileges are severable and may be assigned in whole, or in part, as the Cooperative may desire.

The Cooperative shall also have the right to access such portions of the remainder of Grantor’s Property as may be reasonably necessary to access and use the Easement consistent with the rights stated herein. In exercising its ingress and egress rights under this instrument, the Cooperative shall use existing roads on Grantor’s Property to the extent practicable, and otherwise the Cooperative shall use commercially reasonable efforts to exercise the rights granted in this paragraph in a manner that minimizes the Cooperative’s interference with Grantor’s use of Grantor’s Property, including providing reasonable notice to Grantor of intended access and coordinating with Grantor in a reasonable manner regarding access times.

Should the Grantor erect locked gates or other barriers that include, but not limited to, hostile dogs, the Grantor will provide the Cooperative with convenient means to circumvent the barrier for access without notice. Refusal on the part of the Grantor to provide reasonable access for the above purposes may, at the Cooperative's option, be sufficient cause for discontinuance of service. Alternatively, if Grantor refuses to provide reasonable access after written notice and a reasonable opportunity to cure, the Cooperative may move the metering location and other facilities and charge Grantor the cost of relocating all facilities.

The Cooperative shall have the right, as reasonably necessary, to clear the Easement of all obstructions or to prevent possible interference with or hazards to the safety, operation, and reliability of any of said lines and/or facilities or devices, including, but not limited to, trimming, cutting down, and/or chemically treating trees, undergrowth, and shrubbery within the Easement or within such proximity of the Cooperative's facilities so as to be hazardous to such facilities. Grantor shall not construct or locate any structure, building, or obstruction including, but not limited to, impound any water or place any temporary or permanent erection of any mast-type equipment or appurtenances, stock tanks, dams, storage piles, swimming pools, antenna, spas, water wells, and/or oil wells within the Easement that will violate any applicable safety codes or interfere with Cooperative's rights and privileges as herein granted. Cooperative has the right, as reasonably necessary, to install, use, maintain, and lock access gates, and to remove or prevent construction on the Easement of any or all buildings, structures, and obstructions at Grantor's expense.

This Easement is not exclusive. Grantor reserves the right to use the land within the above-described easement area for purposes not inconsistent with Grantee's use of Grantor's Property, provided such use shall not interfere with the exercise by Grantee of the rights hereby granted.

Grantee shall return the surface area to its original condition after the installation of any utilities or other use pursuant to this Easement, including returning the surface to grade level and the removal of any debris resulting from its use of the easement area. Grantee shall perform any maintenance or repairs made necessary as a result of Grantee's use of the Easement.

This Easement is conveyed to and accepted by Grantee subject to any and all validly existing easements, rights-of-way, and prescriptive rights whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and all other validly existing rights that may be revealed by a title search.

Grantor agrees that all of Cooperative's facilities installed on, over, under, across, along and upon Grantor's Property shall remain the sole property of Cooperative, removable at the sole option of the Cooperative, subject to the terms herein.

TO HAVE AND TO HOLD the Easement and rights unto the Cooperative, its successors and assigns, until all of the Cooperative's lines and facilities shall be abandoned by a fully executed and recorded release of Grantor's Property by the Cooperative and not by removal of any or all Cooperative facilities, and in that event the Easement shall cease and all rights herein granted shall terminate and revert to Grantor, Grantor's heirs, successors or assigns; AND GRANTOR HEREBY BINDS GRANTOR, AND GRANTOR'S HEIRS, EXECUTORS, ADMINISTRATORS, AND SUCCESSORS, TO WARRANT

AND FOREVER DEFEND THE EASEMENT AND RIGHTS HEREIN GRANTED UNTO THE COOPERATIVE, ITS SUCCESSORS AND ASSIGNS, AGAINST EVERY PERSON WHOMSOEVER LAWFULLY CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF.

Grantor

Grantor

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF _____§

This instrument was acknowledged before me on the day of _____, 20____, by _____, the person(s) named as Grantor(s) on the first page of this document.

Notary Public, State of Texas
My Commission Expires: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____§

This instrument was acknowledged before me on the day of _____, 20____ by _____
[name], [title] of _____ [name of entity], a Texas _____ [type of
entity – e.g., corporation, limited liability company, limited liability partnership] on behalf of said _____
[type of entity].

Notary Public, State of Texas
My Commission Expires: _____

EXHIBIT A

A METES AND BOUNDS DESCRIPTION OF A 0.212 ACRE ELECTRIC EASEMENT

BEING a 0.212 acre (9,246 square feet) tract of land situated in the W.H. Cole Survey, Abstract No. 200, Bell County, Texas; and being a portion of Lot 1, Block 1, of KISD Satellite Transportation Facility - Final Plat, recorded in Document Number 2014013419 of the Official Public Records of Bell County; and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found on the easterly right-of-way line of W. Trimmer Road (90 foot public right-of-way) and marking the northwest corner of a 15' right-of-way dedication to the City of Killeen, said Lot 1, Block 1, and marking the southwest corner of that certain 26.539 acre tract described in instrument to Temple of Faith Apostolic Ministries, Inc. recorded in Document Number 2016051346 of the Official Public Records of Bell County;

THENCE, North 68°50'11" East, 1145.38 feet along the north boundary line of said Lot 1, Block 1, and the south boundary line of said 26.539 acre tract to a point for corner;

THENCE, South 21°09'49" East, 82.01 feet departing the north boundary of said Lot 1, Block 1, to the **POINT OF BEGINNING** of the herin described tract;

THENCE, continuing across said Lot 1, Block 1, the following six (6) courses and distances:

1. South 66°09'49" East, 175.33 feet to a point for corner;
2. South 21°09'49" East, 145.31 feet to a point for corner,
3. South 68°50'11" West, 30.00 feet to a point for corner,
4. North 21°09'49" West, 132.09 feet to a point for corner,
5. North 66°09'49" West, 162.90 feet to a point for corner,
6. North 23°50'11" East, 30.00 feet to the **POINT OF BEGINNING** and containing 0.212 acres of land in Bell County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD'83). All distances are on the Grid and shown in U.S. Survey Feet. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas. This description was generated on 5/23/2022 at 11:01 AM, based on geometry in the drawing file K:\SNA_Survey\066017015-KISD Sheridan\Drawg\Exhibit\0.212 Electric Esmt.dwg, in the office of Kimely-Horn and Associates in San Antonio, Texas.

JOHN G. MOSIER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6330
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SAN ANTONIO, TEXAS 78216
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**EXHIBIT OF A
0.212 ACRE
ELECTRIC EASEMENT**
W.H. COLE SURVEY, ABSTRACT NO. 200
CITY OF KILLEEN, BELL COUNTY, TEXAS

Kimley»Horn

601 NW Loop 410, Suite 350
San Antonio, Texas 78216

FIRM # 10193973

Tel. No. (210) 541-0166
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	—	JCM	6/3/2022	066017015	1 OF 2

