



## **ALEDO ISD BOARD MEETING TEMPLATE**

**MEETING DATE:** October 18, 2021

**AGENDA ITEM:** Consider Approval of Tri-County Electric Cooperative Electric Line Easement and Right-of-Way for Installation of Electrical Power at Bearcat Park

**PRESENTER:** Earl Husfeld, Chief Financial Officer

### **BACKGROUND INFORMATION:**

- The District has a Ground Lease Agreement (the Agreement) with the City of Aledo (the City) for the tract of land referred to as Bearcat Park.
- The City of Aledo City Council recently approved the Park Department's request to replace the remaining wooden playground equipment at Bearcat Park.
- To enhance the use of this playground equipment upgrade at Bearcat Park, the City has requested permission from the District to make permanent improvements of installation of electrical power and the addition of two (2) poles and two (2) lights to the playground area. A graphic displaying the City's request is attached.
- Tri-County Electric Cooperative (Tri-County) has informed the City there is available power onsite that can be accessed and added. Additionally, the service added will be underground.
- As per the Agreement, the City will pay all utility costs for the lights during the term of the Agreement.
- For the City to proceed with this project, Tri-County is requiring approval of the attached Tri-County Electric Cooperative, Inc. Electric Line Easement and Right-of-Way.
- The basic Tri-County Easement and Right-of-Way document has previously been reviewed and approved by the District's legal counsel.

### **FISCAL INFORMATION:**

None

### **ATTACHMENTS:**

Graphic of the City of Aledo's Request for Electric Power at Bearcat Park and Tri-County Electric Cooperative, Inc. Electric Line Easement and Right-of-Way.

### **ADMINISTRATIVE RECOMMENDATION:**

The Administration recommends the Board of Trustees approve the City of Aledo's request for installation of electric power at Bearcat Park, approve the Tri-County Electric Cooperative, Inc. Electric Line Easement and Right-of-Way as presented and authorize the Superintendent to execute the easement document.



**Purefoy Electric:**

Trench & run underground power feed from Transformer to back perimeter of fence, install (2) 16' treated wooden poles (foam set), wire & install (1) LED area dusk-til-dawn focused light per pole + pre-wire for security camera

**Tri-County Elec Co-Op:**

Power from switch gear box - run underground primary 32 ft, underground service 5 ft to Meter pedestal & Transformer

Bearcat Park



**TRI-COUNTY ELECTRIC COOPERATIVE, INC.**  
**ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY**

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

DATE: \_\_\_\_\_

Work Order No. \_\_\_\_\_

GRANTOR: \_\_\_\_\_

GRANTOR'S MAILING ADDRESS: \_\_\_\_\_  
(including county) \_\_\_\_\_  
\_\_\_\_\_

GRANTEE: **TRI-COUNTY ELECTRIC COOPERATIVE, INC.**

GRANTEE'S MAILING ADDRESS: 200 Bailey Ranch Road  
Aledo, Texas 76008

**CONSIDERATION:** The provision of electrical service and/or other benefits inuring to **GRANTOR** and/or Ten and No/100's dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of some consideration deemed valuable to **GRANTOR** being hereby expressly acknowledged and accepted by **GRANTOR**.

**EASEMENT PROPERTY** (check either Defined Easement or Blanket Easement):

**Defined Easement.** The EASEMENT PROPERTY is a tract of land consisting of \_\_\_\_\_ acres, more or less, more particularly described in the attached Exhibit A, field note description and plat, incorporated herein for all purposes.

**Blanket Easement.** The EASEMENT PROPERTY is a tract of land described as follows (check one):

**Platted Property.**

Lot(s) \_\_\_\_\_, in Block \_\_\_\_\_, \_\_\_\_\_, an addition in the city of \_\_\_\_\_, (cross out "City of" if property is not within city limits), \_\_\_\_\_ County, Texas, according to the map or plat thereof recorded in the Plat Records of such county.

**Unplatted Property.** \_\_\_\_\_ acres of land, more or less, out of the \_\_\_\_\_ Survey, Abstract No. \_\_\_\_\_ in \_\_\_\_\_ County, Texas, as more fully described in an instrument recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_ of the \_\_\_\_\_ Records of \_\_\_\_\_ County, Texas.

For blanket easements, upon location by **GRANTEE** of its transmission/distribution lines, poles and/or other facilities on said property, the **EASEMENT PROPERTY** shall be limited to that portion of the property within \_\_\_\_\_ feet in all directions of **GRANTEE'S** lines, poles, guys, anchors, or other facilities on the tract of land described above.

The **EASEMENT PROPERTY** shall include use of the subsurface below and air space above for the **PURPOSE** herein stated. This easement shall also include such portions of adjoining property owned by **GRANTOR** as is necessary for the **PURPOSES** stated below.

**PROJECT:** Electric transmission and/or electric distribution line or lines, consisting of a variable number and sizes of wires, cables, poles, towers and circuits, and all necessary or desirable appurtenances, appliances, facilities and equipment (including but not limited to supporting structures, insulators, transformers, guy wires, anchorages and other facilities whether made of wood, metal, or other materials).

**GRANT:** **GRANTOR**, for the **CONSIDERATION** received by **GRANTOR**, hereby grants, sells, and conveys to **GRANTEE** an **EASEMENT** appurtenant and Right-of-Way in, upon, and across the **EASEMENT PROPERTY**, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to **GRANTEE** and **GRANTEE'S** successors and assigns forever. **GRANTOR** also grants to **GRANTEE** the right and authority to license, permit or otherwise agree to the joint use or occupancy of the line system, or facilities by any other person or entity for electrification, telephone, telegraph, television or other similar purposes.

**PURPOSE:** The **EASEMENT**, right-of-way, rights, and privileges herein granted shall be used for the purpose of providing electric utility service, constructing, placing, operating, maintaining, reconstructing, replacing, relocating, reconstituting, changing the size or nature of, rebuilding, upgrading, removing, inspecting, patrolling, and/or repairing the **PROJECT** or any part of the **PROJECT**, and making connections therewith, and to undertake the same for any of the other joint uses authorized herein. The purpose shall also include use of the **EASEMENT**, right-of-way, rights and privileges granted herein for any use directly related to the **PROJECT** or financing of the **PROJECT**, including but not limited to performing archeological, historical, environmental, or other studies. **GRANTEE** shall have the right to place temporary poles, towers, anchorages, guys, and supporting structures for use in erecting or repairing the **PROJECT**. **GRANTEE** shall have the right to use such portion of the property along and adjacent to the **EASEMENT PROPERTY** and right-of-way as may be reasonably necessary in connection with the **PURPOSES** stated, or any one or more of them relating to the **PROJECT**, or any part thereof.

**ACCESS:** **GRANTEE** shall have the right of pedestrian, equipment, and vehicular ingress and egress at all times upon and across the **EASEMENT PROPERTY** for the above stated **PURPOSE**. **GRANTEE** shall also have the right of ingress and egress over existing roads across the adjacent or remainder property of **GRANTOR** for the purpose of obtaining access. In the event that access is not reasonably available over existing roads, **GRANTEE** shall have the right of reasonable ingress and egress over the adjacent property of **GRANTOR** along any route that is reasonable and appropriate under the circumstances then existing in order to obtain access. **GRANTEE** shall have the right to use such portion of the property along and adjacent to the **EASEMENT PROPERTY** and right-of-way as may be reasonably necessary in connection with the construction, reconstruction, repair or other Purpose stated above relating to the **PROJECT**, or any part thereof.

**TERM:** The **EASEMENT** and access rights granted herein, as well as the covenants made herein, shall be perpetual and appurtenant to the land, unless abandoned by the **GRANTEE** for a period of 10 years.

**TREES:** **GRANTEE** shall have the right to cut, trim, chemically treat with herbicides, and/or remove trees, shrubs, bushes, brush and vegetation within or adjacent to the **EASEMENT PROPERTY** or otherwise necessary to realize the **PURPOSE** herein stated.

**STRUCTURES/DAMAGES:** In no event shall **GRANTOR** (i) use the **EASEMENT PROPERTY** in any manner which interferes in any material way or is inconsistent with the rights granted hereunder, or (ii) erect or permit to be erected within the **EASEMENT PROPERTY** a permanent structure or building, including, but not limited to, monument sign, pole sign, billboard, brick or masonry fences or walls or other structures that require a building permit. However, **GRANTOR** shall be permitted to install and maintain a concrete, asphalt or gravel driveway, road or parking lot across the **EASEMENT PROPERTY**. **GRANTEE** shall be obligated to restore the surface of the and **GRANTOR'S** adjacent property at **GRANTEE'S** sole cost and expense, including the restoration of any sidewalks, driveways, or similar surface improvements located upon or adjacent to the **EASEMENT PROPERTY** which may have been removed, relocated, altered, damaged, or destroyed as a result of the **GRANTEE'S** use of the **EASEMENT** granted hereunder. **GRANTEE** shall not be liable for damages caused by keeping the **EASEMENT PROPERTY** clear of trees, undergrowth, brush, and obstructions.

**MINERALS:** **GRANTOR** expressly reserves all oil, gas, and other minerals owned by **GRANTOR**, in, on, and under the **EASEMENT PROPERTY**, provided that **GRANTOR** shall not be permitted to, and shall not allow any party to, drill or excavate for minerals on or from the surface of the **EASEMENT PROPERTY**, but **GRANTOR** may extract oil, gas, or other minerals from and under the **EASEMENT PROPERTY** by directional drilling or other means which do not interfere with or disturb **GRANTEE'S** use of the **EASEMENT PROPERTY**.

**OWNERSHIP:** **GRANTOR** agrees that all poles, wires, cables, circuits, appurtenances, facilities, appliances and equipment installed upon the **EASEMENT PROPERTY** shall at all times remain the property of the **GRANTEE** and is removable at the option of the **GRANTEE**.

**ASSIGNMENT AND MISCELLANEOUS:** This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon **GRANTEE** and **GRANTOR**, and their respective heirs, personal representatives, successors, and assigns. When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "**GRANTEE**" includes the employees, contractors, and authorized agents of **GRANTEE**.

**WARRANTY:** **GRANTOR** warrants and shall forever defend the **EASEMENT** to **GRANTEE** against anyone lawfully claiming or to claim the **EASEMENT** or any part thereof when the claim is by, through or under **GRANTOR**, but not otherwise.

**GRANTOR:** \_\_\_\_\_  
\_\_\_\_\_

**INDIVIDUAL ACKNOWLEDGEMENT**

**STATE OF TEXAS**

**COUNTY OF** \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, by \_\_\_\_\_, **GRANTOR**.

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

<p><b>The State of Texas</b></p> <p>_____ County</p> <p><b>RIGHT-OF-WAY EASEMENT</b></p>
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**After Recording, Return this Document to:**  
Tri-County Electric Cooperative, Inc.  
200 Bailey Ranch Road  
Aledo, Texas 76008