

UTILITY EASEMENT

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF Williamson

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The undersigned Jarrell 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 underground electric distribution line or lines, consisting of 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; or broadband/communication services or any other services provided only by Grantee or its affiliate; and all necessary or desirable appurtenances related thereto (collectively, the "Facilities"), over, in, under, below, above, through, across and upon the following described lands located in Williamson County, Texas (the "Property"):

Being the remaining 13.208 acre tract of land more or less, located in the Burrell Eaves Survey, Abstract No. 216, Williamson County, Texas, said tract being more particularly described in Document No. 2023004683, Official Public Records, Williamson 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.

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: \_\_\_\_\_

(Business Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

ACKNOWLEDGMENT

THE STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_ by  
(date)

\_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_ a  
(name of officer) (title of officer) (name of corporation acknowledging)

\_\_\_\_\_  
(state of incorporation) corporation, on behalf of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for  
The State of \_\_\_\_\_

Please Return to:

David Pagoaga 173887/168099

Liberty Hill Planning Department

P.O. Box 2048 | 10625 West Hwy. 29

Liberty Hill, TX 78642.



**PEDERNALES ELECTRIC COOPERATIVE, INC.**

specifications, from a stub or pad, installed by the utility contractor, to a meter socket located on the residence, or meter pedestal, and that PEC shall be notified before installation begins.

10. PEC agrees that it will complete the system as an underground electrical distribution system in segments as required to furnish electrical service to qualified applicants in said sections provided Developer has completed its part of said system in accordance with this agreement.

11. All applications for service will be subject to the policies established by PEC which are in effect at the time the applications for electric service are made.

12. After Developer and the individuals applying for electric service have completed their portions of the underground electric installation in accordance with all PEC requirements, PEC will complete said portion of the electric underground facility by installing, when appropriate, transformers, terminations, and cable.

13. Any changes to the electrical system required because of re-subdivision by present or future owner shall be at the sole expense of the party desirous of the re-subdivision.

14. Upon completion and inspection of the underground electric facility, Developer agrees, in accordance with PEC's Tariff, that PEC shall at all times have complete ownership and control of the entire electric underground distribution system without any obligation to refund any part of the contribution made by the Developer and that the underground electric system shall be and become the property of Pedernales Electric Cooperative, Inc., upon the completion of the terms outlined above. Further, Developer hereby grants, gives and transfers the conduit and related electrical equipment to PEC free from any lien, security interest or other encumbrance.

15. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, exclusive of conflicts of law provisions.

Executed in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

[NAME OF DEVELOPER]

\_\_\_\_\_

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Pedernales Electric Cooperative, Inc.

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **Exhibit A**

### **DESCRIPTION AND LOCATION OF FACILITIES**

Being the remaining 13.208 acre tract of land more or less, located in the Burrell Eaves Survey, Abstract No. 216, Williamson County, Texas, said tract being more particularly described in Document No. 2023004683, Official Public Records, Williamson County, Texas.