

UTILITY EASEMENT

THE STATE OF TEXAS

COUNTY OF HAYS

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§

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, **HAYS CONSOLIDATED ISD**, by and through _____,
(Printed Name)
in the capacity of _____, and not individually, hereinafter referred
(Title)

and not individually, hereinafter referred to as 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; 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 Caldwell County, Texas (the "Property"):

A tract of land consisting of 34.905 acres of land, more or less, out of the William Hemphill Survey, Abstract No. 221, in Hays County, Texas, as described in a deed or other instrument recorded in Volume 1388, Page 870, in the Official Real Property Records of Hays County, Texas.

The area of the Easement hereby conveyed for Facilities shall be:

- A strip of land to follow the route of all overhead electric utilities twenty (20) feet in width, being ten (10) feet on each side of the centerline of the Facilities as built (or twenty (20) feet in total if Facilities are built less than ten (10) 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.
- A strip of land to follow the route of all underground electric utilities 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____.

By: Hays Consolidated ISD

Hays Consolidated Independent School District (Printed Corporate or Business Name)

(Signature)

Byron Severance

Byron Severance (Printed Name)

Board President

Board President (Title)

THE STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on _____ by _____
(Date)

_____, partner(s) on behalf of _____
(Printed Name) (Printed Corporate or Business Name)

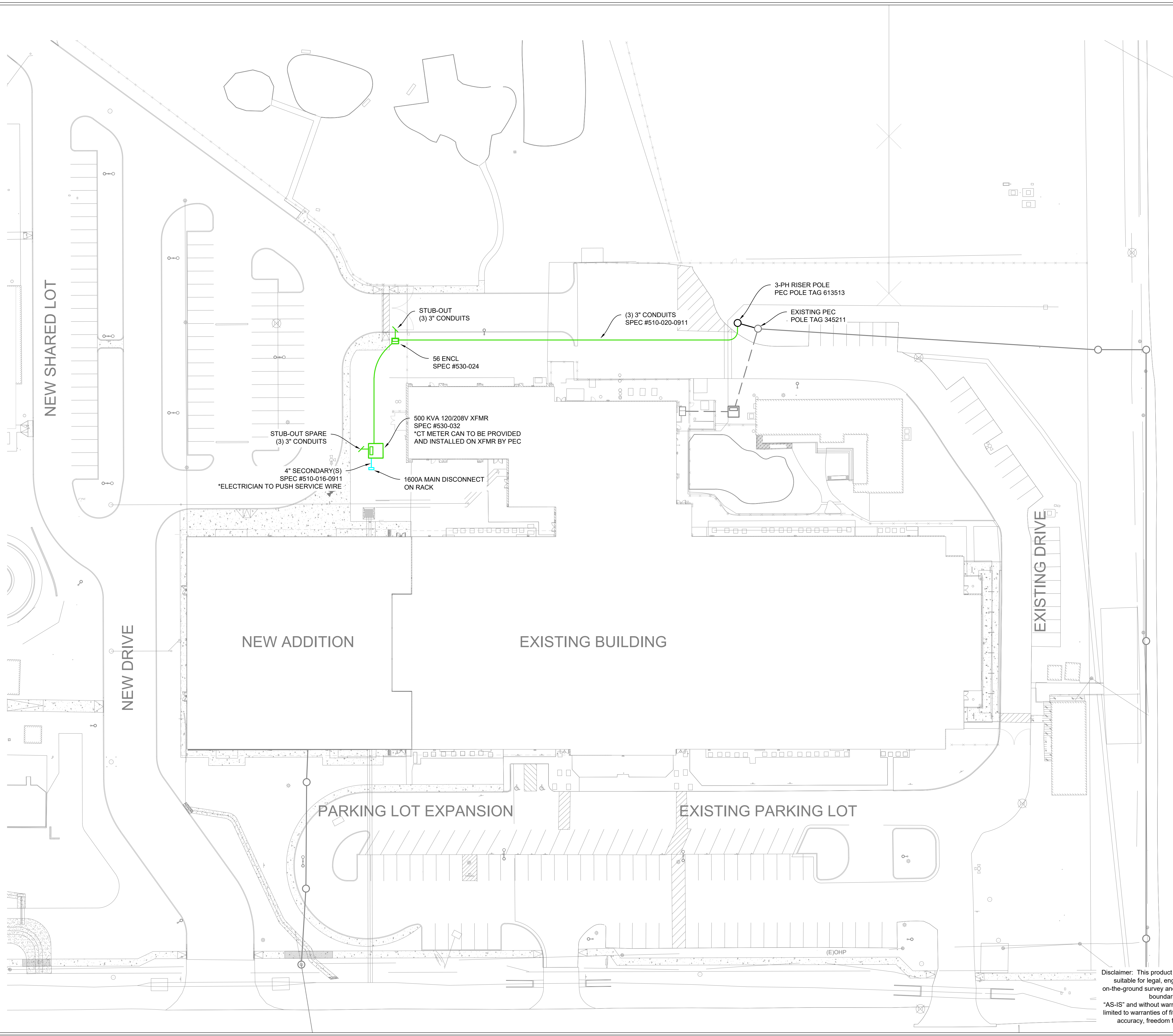
and known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that they executed the same on behalf said Business or Corporation for the purposes and consideration therein expressed.

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

Notary Public in and for
The State of Texas

Please Return to:

Pedernales Electric Cooperative, Inc.
Attn: Kyle Planning Department
1810 FM 150
Kyle, Texas 78640

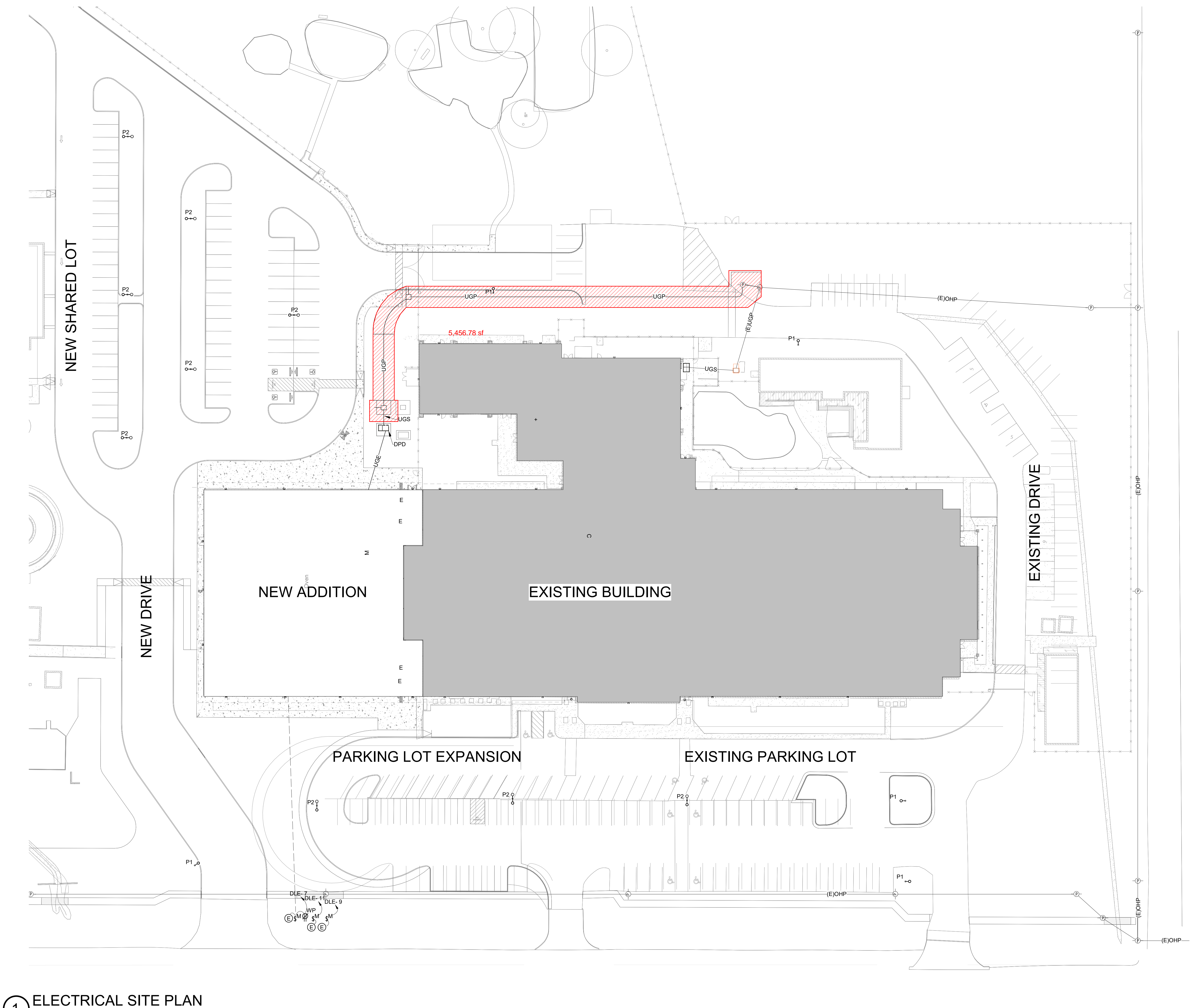


PEC LEGEND

- 3-4IN ABC PHASE 600A
- 3-3IN ABC PHASE
- 1-3IN A PHASE
- 1-3IN B PHASE
- 1-3IN C PHASE
- 1-3IN SECONDARY
- MEMBER SECONDARY
- EXISTING 3-PH OVERHEAD
- EXISTING UNDERGROUND
- PROPOSED 3-PH OVERHEAD
- EXISTING POLE
- PROPOSED POLE
- SECONDARY ENCLOSURE
- METER PEDESTAL
- TAP CAN
- ENCLOSURE 200A
- ENCLOSURE COMBO
- TRANSFORMER 1-PH
- TRANSFORMER 3-PH
- ENCLOSURE 600A

Disclaimer: This product is for informational purposes only and was not prepared for or suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries and facilities. This produced is distributed "AS-IS" and without warranties of any kind, either express or implied, including but not limited to warranties of fitness for a particular purpose or use, or as to its performance, accuracy, freedom from error, or as to any results generated through its use.



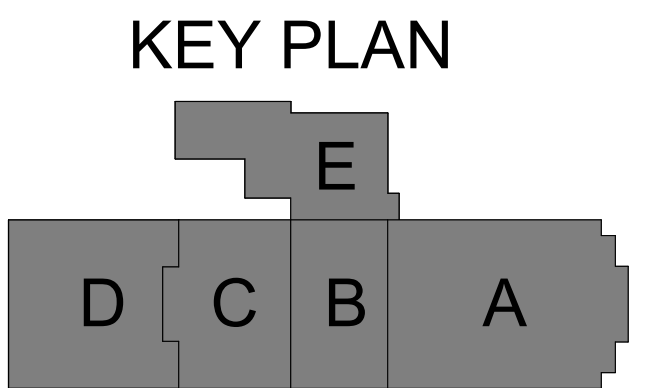


1 ELECTRICAL SITE PLAN
SCALE: 1" = 30'-0"

GENERAL NOTES

- REFER TO SHEET E1.1 FOR GENERAL ELECTRICAL NOTES THAT SHALL APPLY TO ALL SHEETS IN THIS SET UNLESS NOTED OTHERWISE IN THE KEYED NOTES.
- EXISTING ELECTRICAL WORK & LOCATIONS ARE TAKEN FROM AVAILABLE RECORD DOCUMENTS & SITE OBSERVATIONS. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO CONSTRUCTION.
- ALARM PANEL AND POWER SUPPLY MUST BE LOCATED IN THE OCCUPIED SPACE. IF THE POWER SUPPLY IS LOCATED IN THE CONSTRUCTION AREA, THE BATTERY BACKUPS MUST MEET A MINIMUM OF 72 HOURS OF STANDBY AND 20 MINUTES OF ALARM.
- TO ACCOMMODATE CEILING REMOVAL AND PUTBACK OR REPLACEMENT, DOCUMENT EXISTING CEILING DEVICE LOCATIONS. U.N.O. FOR DEMOLITION, SALVAGE OR TEMPORARILY SUSPEND AND PROTECT EXISTING CEILING DEVICES INCLUDING LIGHT FIXTURES, LIGHTING CONTROLS, AND FIRE ALARM DEVICES FOR REINSTALLATION. REFER TO ARCHITECTURAL DRAWINGS FOR EXTENTS OF CEILING REMOVAL/REPLACEMENT.

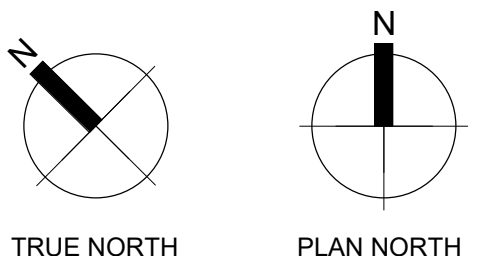
KEYNOTE LEGEND



KEY PLAN

LEGEND

- TO BE REMOVED
- EXISTING TO REMAIN



NORTH