

Property Owner: HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT or Subdivision Name: Final Plat of the Hays C.I.S.D. Elementary School Number 17 Address: _____ PEC Reference: _____

UTILITY EASEMENT

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

The undersigned HAYS CONSOLIDATED 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 HAYS County, Texas (the “Property”):

Subdivision: Being Lot(s) 1, of Final Plat of the Hays C.I.S.D. Elementary School Number 17 Subdivision, Section N/A, a subdivision in HAYS County, Texas, according to the map or plat thereof recorded in Volume/Document No. 24011209, Page N/A, of the Official Real Property Records in HAYS 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:

Pedernales Electric Cooperative, Inc.

Kyle Planning Department

1810 FM 150 West

Kyle, TX 78640