UTILITY EASEMENT

STATE OF TEXAS§§\$KNOW ALL MEN BY THESE PRESENTS:COUNTY OF WILLIAMSON§

This Agreement (this "Agreement") is made on the _____ day of _____, 20___, at Georgetown, Texas, between _____, a _____, whose address is ______ (hereinafter referred to as "Grantor"), and the City of Georgetown, a Texas home-rule municipal corporation, whose address is P.O. Box 409 Georgetown, Texas 78627, <u>ATTN</u>: Georgetown City Secretary (herein referred to as "Grantee").

1. For the good and valuable consideration described in Paragraph 2 below, Grantor hereby GRANTS, SELLS and CONVEYS to Grantee, its successors and assigns, an EXCLUSIVE easement and right-of-way (the "Easement") for the placement, construction, operation, repair, maintenance, replacement, upgrade, rebuilding, relocation and/or removal of electric utility and telecommunication lines and related facilities (collectively, the "Facilities") on, over, under, and across the following described property of the Grantor, to wit:

Being all that certain tract, piece or parcel of land lying and being situated in the County of Williamson, State of Texas, being more particularly described by metes and bounds in **Exhibit A** and by diagram in **Exhibit B** attached hereto and made a part hereof for all purposes (herein sometimes referred to as the "Easement Area" or the "Property").

- 2. The Easement and the rights and privileges herein conveyed, are granted for and in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed.
- 3. The Easement, with its rights and privileges, shall be used only for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, upgrading, relocating, and/or removing the Facilities. The Easement additionally includes the following rights: (1) the right to change the size of the Facilities; (2) the right to relocate the Facilities within the Easement; and (3) the right to remove from the Easement all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency and maintenance of the Facilities.
- 4. The duration of the Easement is perpetual.
- 5. Grantor and Grantor's heirs, personal representatives, successors, and assigns are and shall be bound to WARRANT and FOREVER DEFEND the Easement and the rights

conveyed in this Agreement to Grantee and Grantee's successors and assigns, against every person lawfully claiming or to claim all or any part thereof.

- 6. The Easement, and the rights and privileges granted by this Agreement, are EXCLUSIVE to Grantee, and Grantee's successors and assigns, and Grantor covenants that Grantor shall not convey any other easement, license, or conflicting right to use in any manner, the area (or any portion thereof) covered by this grant.
- 7. This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.
- 8. The terms of this Agreement shall be binding upon Grantor, and Grantor's heirs, personal representatives, successors, and assigns; shall bind and inure to the benefit of the Grantee and any successors or assigns of Grantee; and shall be deemed to be a covenant running with the land.

	IN WITNESS	WHEREOF,	Grantor has	caused	l this	instrument	to be execu-	ted on this	
day of		_, 20							

	GRANTOR:						
STATE OF §							
COUNTY OF §							
This instrument was acknowledged before 20, by	ore me on this the <u>day of</u>						
	Notary Public, State of Texas						
APPROVED AS TO FORM:							
, Asst. City Attorney							
GEORGETOWN ELECTRIC EASEMENT CoG Map Quad Proj. No.	Page 2 of 3						

Consent and Subordination by Lienholder

______, of _____ [address] ("Lienholder"), as the holder of [a] lien[s] on the Property subject to the Easement, consents to the above grant of an Easement, including the terms and conditions of the grant, and Lienholder subordinates its lien[s] to the rights and interests of Grantee, so that a foreclosure of the lien[s] will not extinguish the rights and interests of Grantee.

	[Name of Lienholder]
	By:
	Name:
	Title:
STATE OF	8
	§ §
COUNTY OF	\$
This instrument was calmed	wladged hefers we on this the day of
20, by	wledged before me on this the day of
,	
, 0	n behalf of said
	Notary Public, State of