ELECTRIC EASEMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL BY THESE PRESENTS:

This Electric Easement Agreement (this “Agreement”) is made on the _____ day of ___________, 202__, 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, ATTN: 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 depicted by sketch in Exhibit B, each attached hereto and made a part hereof for all purposes (the “Easement Area”).

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 Area; and (3) the right to remove from the Easement Area 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 neither Grantor nor any of Grantor’s heirs, personal representatives, successors, or assigns shall 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.

[Signatures on the following pages]
IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on the dates set forth herein.

GRANTOR:

By: ____________________________________  
Name: ____________________________________  
Title: ____________________________________

STATE OF TEXAS §  
COUNTY OF _______________ §  

This instrument was acknowledged before me on this the ___ day of _________________, 20___, by ___________________, ________________ of _________________________, a Texas _______________, on behalf of said ____________________.

Notary Public, State of Texas

SAMPLE FORM
GRANTEE:

City of Georgetown, Texas, a Texas home-rule municipal corporation

By: ____________________________________

David Morgan
City Manager

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ___ day of _________________, 2022, by David Morgan, City Manager of City of Georgetown, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

APPROVED AS TO FORM:

_____________________________________

James Kachelmeyer, Assistant City Attorney

AFTER RECORDING, RETURN TO GRANTEE:

City of Georgetown
Attn: Real Estate Services
P.O. Box 409
Georgetown, Texas 78627