

**RIGHT OF WAY EASEMENT**

**THE STATE OF TEXAS,  
COUNTY OF GUADALUPE**

That the Undersigned, **CITY OF SCHERTZ** (hereinafter referred to as Grantor) for a good and valuable consideration, the receipt of which hereby acknowledged, do hereby grant unto GUADALUPE VALLEY ELECTRIC COOPERATIVE, INC. (hereinafter referred to as GVEC), a cooperative corporation, whose post office address is P.O. Box 118, Gonzales, Texas 78629, and to its successors or assigns, an easement for the purpose of erection, construction, reconstruction, replacement, removal, maintenance and use of one or more electric distribution lines, fiber optic and other communications equipment, (collectively "Facilities") for the transmission of electricity and communications upon and over the lands of the undersigned, and more particularly described as follows: Being a tract of **5.2200** acres of land, more or less out of the **S.W. QUADRANT WATER PLANT BLK: 1 & 5** original survey, identified as parcel number **129982**, and being the same land described in a deed from **N/A** to **CITY OF SCHERTZ**, dated the **25** day of **JUNE**, **2001**, of record in Vol/Page or Document Number **V. 1616 P.0383** of the Official Records of Real Property of **GUADALUPE** County, Texas.

- **SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART OF THIS EASEMENT.**

GVEC shall have all rights necessary for the full use herein granted, including, but not limited to, the right of ingress and egress for pedestrians, equipment and vehicles over Grantor's adjacent lands to and from said right-of-way for the purpose of constructing said Facilities, including the installation of a variable number of guy wires, anchors, and appurtenances as needed, improving, reconstructing, upgrading, repairing, inspecting, patrolling, installing, said Facilities on Grantor's land described above, operating, maintaining, providing adequate clearances and removing said Facilities, over, under, and upon said land, and the right to remove, trim, cut down or chemically treat with herbicides, trees or shrubbery or parts thereof within 15 feet of said Facilities or any other obstructions which may endanger, interfere or impair the efficiency, safety or convenient operation of said Facilities and their appurtenances. Grantor shall not construct any structure or improvement, nor impound any water, nor place any temporary or permanent erection of any mast-type equipment or appurtenances nearer than 15 feet to Facilities in any manner as to conflict with the National Electric Safety Code or any applicable law, as either of the same now exists or may be amended in the future, and this restriction shall be a covenant running with the land. Such prohibited construction within the easement shall include but not be limited to new construction or major modification to a preexisting habitable structure, as well as, stock tanks, swimming pools, spas, water wells or oil wells including construction both above and below existing grade.

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

This easement runs with the land, is assignable in whole or in part, and inures to the benefit of the parties and their respective successors and assigns.

The undersigned warrant that they are the owners of the above described lands.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

_____ Printed	_____ Printed
_____ Signature of Grantor or Authorized Signatory	_____ Signature of Grantor or Authorized Signatory

**THE STATE OF TEXAS,  
COUNTY OF \_\_\_\_\_**

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ (Grantor or Authorized Signatory)

\_\_\_\_\_  
Notary Public in and for the State of Texas  
1755013 Form #169----02/18