

ABUTTING EASEMENT

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

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This Easement is made between **Williamson County, Texas**, (hereinafter referred to as "Grantor"), and **Bluebonnet Electric Cooperative, Inc.**, whose post office address is P. O. Box 729, Bastrop, Texas 78602 (herein referred to as "Grantee").

1. For the good and valuable consideration described in Paragraph 2 below, Grantor hereby GRANTS and CONVEYS to Grantee, and Grantee's successors and permitted assigns, a non-exclusive Abutting Easement (the "Easement") to allow for overhead electric facilities to be placed, constructed, repaired and maintained on the adjacent property owner's property (collectively, the "Facilities") on the Property described as **a tract of land consisting of approximately 1.144 acres described in a deed or other instrument recorded in Document No. 2011028490 , Real Property Records of Williamson County, Texas**. The Easement shall be a fifteen foot wide strip as described and depicted by the drawing labeled **Exhibit A**, which is attached hereto and made a part hereof for all purposes (referred to as the "Easement Area").
2. The Easement and the rights and privileges herein conveyed, are granted for and in consideration of Ten Dollars (\$10.00) 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 allowing Grantee to place, construct, repair, maintain, rebuild, replace, upgrade or remove the Facilities that are to be located on the adjacent property owner's property, as depicted in **Exhibit "A"**, and Grantee acknowledges and agrees that no Facilities shall be placed in, on, under or over the Easement Area. Grantee acknowledges and agrees that in no event shall the rights of Grantee in the Easement include any other types of rights, interests or use(s) other than such rights, interests or use(s) as specifically set forth herein.
4. Grantee shall not, without the prior written consent of Grantor, grant, transfer or otherwise assign any right or interest which Grantee receives under this instrument to any individual or entity who is not a party hereto. Any permitted assignment of this Easement and of the rights of the Grantee hereunder shall include an express assumption by the permitted assignee of the obligations set forth herein.
5. The duration of the Easement shall be perpetual and this Easement may only be terminated pursuant to a written instrument signed by both Grantor and Grantee.
6. The Easement and the rights and privileges granted by this instrument are NON-EXCLUSIVE. Grantor and Grantor's successors and assigns shall be allowed to convey any

other easement, license, or non-conflicting right to use the Easement Area for any purpose which will not directly interfere with or prevent Grantee's use thereof.

7. Grantor shall retain full use of the Easement Area for any purpose not prohibited by the terms of this instrument.
8. Should Grantee or Grantee's agents, in the exercise of Grantee's rights hereunder, ever damage Grantor's property, whether it be real or personal property that is located within the Easement Area or within areas adjoining the Easement Area, Grantee shall be liable for such damage and Grantee shall be obligated to immediately repair the damaged property to its prior condition.
9. The terms of this instrument shall be binding upon Grantor, and Grantor's successors and assigns; shall bind and inure to the benefit of the Grantee and any successors or permitted assigns of Grantee; and shall be deemed to be a covenant running with the land.
10. This instrument contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Easement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.
11. Grantor and Grantor's successors and assigns are and shall be bound to WARRANT and FOREVER DEFEND the Easement and the rights conveyed in this instrument to Grantee and Grantee's successors and permitted assigns, against every person lawfully claiming or to claim all or any part thereof, by, through or under Grantor, but not otherwise, subject to the terms and provisions hereof and all matters of record or visible and apparent on the ground, to the extent same are valid, subsisting and affect the Easement Area.

(Remainder of Page is Blank)

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this ____ day of _____, 20__.

GRANTOR:

Williamson County, Texas

By: _____
Dan A. Gattis
Williamson County Judge

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____ day of _____, 20__, by DAN A. GATTIS, County Judge of the County of Williamson, a political subdivision of the State of Texas, on behalf of said political subdivision.

Notary Public, State of Texas

Grantee hereby accepts the Easement subject to the terms and conditions hereof:

GRANTEE:

Bluebonnet Electric Cooperative, Inc.

By: Eric Kocian

Printed Name: Eric Kocian

Representative Capacity: Chief Engt & Sys OPS Officer

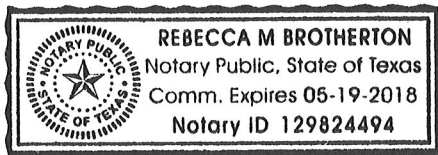
ACKNOWLEDGMENT

STATE OF Texas §

COUNTY OF Bastrop §

This instrument was acknowledged before me on the 25th day of May, 2016, by Eric Kocian, on behalf of Grantee, Bluebonnet Electric Cooperative, Inc.

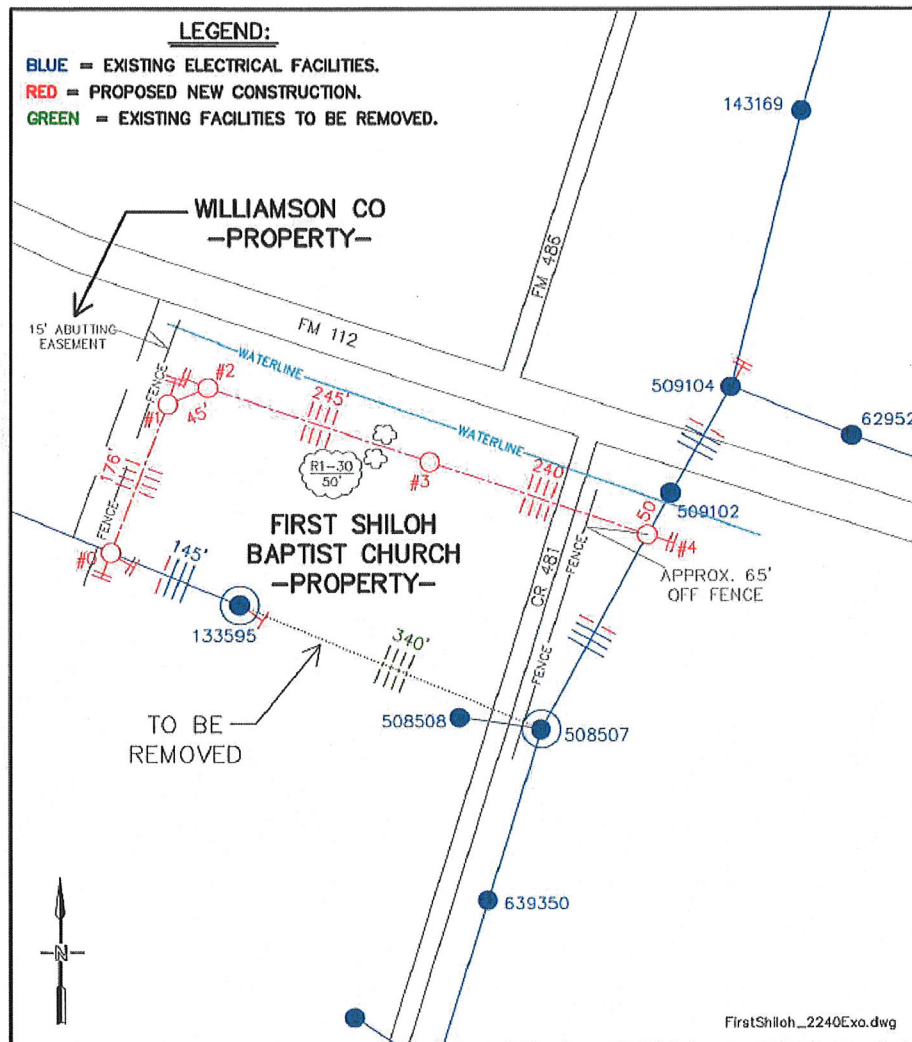
[Signature]
Notary Public, State of Texas



AFTER RECORDING, RETURN TO GRANTEE:

Bluebonnet Electric Cooperative, Inc.
P. O. Box 729
Bastrop, Texas 78602

EXHIBIT 'A'



BLUEBONNET ELECTRIC COOPERATIVE, INC.
GIDDINGS, TEXAS

SCALE: NONE DATE: 10-16-15 BKL PROJECT: FIRST SHILOH BAPTIST CHURCH
 COUNTY: WILLIAMSON MAP REF: 5729 008 095 079 W.O.#: 60192240