

NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

PUBLIC UTILITY EASEMENT

Date: _____, 20__

Grantor: _____, a _____

Grantor's Address: _____
_____, _____ County, _____

Grantee: **CITY OF BUDA, TEXAS**, a Texas home-rule municipal corporation situated in the County of Hays

Grantee's Address: 405 E. Loop St.
Buda, Hays County, Texas 78610

Easement Tract: All that parcel of land situated in _____ County, Texas, described in the attached **Exhibit A**

Easement Duration: Perpetual

Easement Purpose: To access, install, construct, operate, use, maintain, repair, modify, upgrade, monitor, inspect, replace, make connections with, remove, and decommission the Facilities

Facilities: Electric distribution and transmission lines, gas lines, raw, reclaimed, and potable water lines, wastewater lines, drainage channels, drainage conveyance structures, telecommunications lines, cable lines, and other public utilities with all associated appurtenances and having a cross-sectional alignment of the separate utilities as generally depicted in the attached **Exhibit B**

- Permitted Encumbrances:** Any easements, liens, encumbrances, and other matters of record in the Real Property Records of the Texas county in which the Easement Tract is located as of the Date above that are valid, existing, and affect the Easement Tract
- Non-Permitted Activity:** Installation, construction, operation, use, maintenance, repair, modification, upgrade, and replacement of any structure, building, retaining wall, detention or water quality control, rainwater harvesting system, tree, or other similar improvement in the Easement Tract, including the installation, construction, operation, use, maintenance, repair, modification, upgrade, and replacement of an improvement of any kind (i) that is in such proximity to the Facilities as would constitute a violation of the National Electric Safety Code or any successor code in effect at the time the improvement is erected or (ii) makes changes in grade, elevation, or contour of the land in the Easement Tract which would impair Grantee's access to the Facilities as determined by Grantee in its sole discretion
- Repairable Improvements:** Irrigation systems which are installed perpendicular to the Facilities, asphalt or concrete walkways, driveways, parking areas, and access roads at grade level, and barbed-wire, chain-link, or wooden fences that do not interfere in any material way or are not inconsistent with the rights granted to Grantee under this Easement as determined by Grantee in its sole discretion

Grantor, for **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which is acknowledged by Grantor, **GRANTS, SELLS, AND CONVEYS** to Grantee an easement in, over, under, on, and across the Easement Tract for the Easement Purpose as may be necessary or desirable, together with (i) the right of ingress and egress at all times over, on, and across the Easement Tract for use of the Easement Tract for the Easement Purpose, (ii) the right to eliminate any encroachments in the Easement Tract that interfere in any material way or are inconsistent with the rights granted the Grantee under this instrument for the Easement Purpose as determined by Grantee in its sole discretion, including without limitation the Grantee's right to cut and trim trees and shrubbery and to remove any encroachments or obstructions as necessary to keep the obstructions clear of the Facilities, and (iii) any and all rights and appurtenances pertaining to use of the Easement Tract (collectively, the "**Easement**").

TO HAVE AND TO HOLD the Easement to the Grantee and Grantee's successors and assigns for the Easement Duration; provided, however, Grantor reserves the right to enter upon and use any portion of the Easement Tract, but in no event shall Grantor enter upon or use any portion of the Easement Tract for any Non-Permitted Activity or in any other manner that interferes in any material way or is inconsistent with the rights granted Grantee under this Easement as determined by Grantee in its sole discretion. Grantee shall be obligated to restore or replace to a good and functioning condition as determined by Grantee in its sole discretion only the Repairable Improvements which have been removed, relocated, altered, damaged, or destroyed as a result of Grantee's use of the Easement Tract.

Grantor binds Grantor and Grantor's heirs, successors, and assigns to **WARRANT AND FOREVER DEFEND** the title to the Easement, subject to the Permitted Encumbrances, to Grantee against every person whomsoever lawfully claiming or to claim the Easement Tract or any part of the Easement Tract. Grantor covenants that Grantor and Grantor's heirs, successors, and assigns shall not convey any other easement, license, or right to use the Easement Tract (or any portion thereof) for any Non-Permitted Activity or for any use that may interfere in any material way or may be inconsistent with the rights granted to Grantee under this Easement, as determined by the Grantee in its sole discretion.

Except where the context otherwise requires, *Grantor* includes *Grantor's heirs, successors, and assigns* and *Grantee* includes *Grantee's employees, agents, consultants, contractors, successors, and assigns*; and where the context requires, singular nouns and pronouns include the plural.

(The remainder of this page is intentionally blank)

Executed effective the Date first above stated.

_____,
A _____

By: _____
Name: _____
Title: _____

STATE OF _____ §
COUNTY OF _____ §

Before me, the undersigned notary, on this day personally appeared _____ of _____, a _____, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on _____.

[Seal]

Notary Public, State of _____

REVIEWED:
CITY OF BUDA, TEXAS
DEVELOPMENT SERVICES DEPARTMENT

REVIEWED:
CITY OF BUDA, TEXAS
BUDA WATER UTILITY

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

**AFTER ATTACHING THE REQUIRED EXHIBITS TO THIS INSTRUMENT,
THE FOLLOWING APPROPRIATE DOCUMENTS ALSO NEED TO BE ATTACHED:**

- A. Determine whether the instrument is executed by an individual or a legal entity

Affidavit of No Liens (entity)
Affidavit of No Liens (individual)

- B. Determine whether there is a lien holder by providing an Ownership and Lien search certificate from a Title Company, that is current within 30 days, that shows:

1. All owners of record
2. All lienholders of record, which hold current liens OR a statement that there are no liens
3. A property legal description

Lien Holder Consent

- C. Determine whether there is a tenant on the property:

Consent by Tenant

- D. Provide the following recording page:

Recording Page

- E. Signature/corporate authority that is current within a year