

**ELECTRIC UTILITY EASEMENT
AND COVENANT OF ACCESS**

Map # 4444066 51C ___
WO # 2024404 ___

STATE OF TEXAS §
 §
COUNTY OF _____ §

KNOW ALL MEN BY THESE PRESENTS:

That _____, of _____ County, Texas (hereinafter referred to as "Grantor," whether one or more), is the owner of record of the real property described in the attached Exhibit "A" and incorporated herein by this reference (the "Grantor's Property"), and for the provision of electric service or other good and valuable consideration received, the receipt and sufficiency of which is deemed valuable to Grantor and which is hereby expressly acknowledged and accepted by Grantor from Bartlett Electric Cooperative, Inc., a Texas non-profit electric cooperative corporation, whose mailing address and physical address are 27492 Highway 95, Bartlett, Texas 76511 (hereinafter referred to as "Cooperative"), does hereby grant and convey unto the Cooperative, its successors and assigns, an easement and right-of-way for one or more electric lines and communication devices and/or lines for electric operations and/or maintenance, each consisting of a variable number of wires and circuits, and all necessary and desirable appurtenances and attachments including, but not limited to, poles, crossarms, guy wires and guy anchorages of varying heights and/or depths (the "Easement"), on, over, under, across, along and upon that portion of the Grantor's Property described and depicted in the attached Exhibit "B" and incorporated herein by this reference (hereinafter referred to as the "Easement Property").

The Easement and its rights and privileges herein granted shall include the right of pedestrian and vehicular ingress and egress on, over, under, across, along and upon Grantor's Property and shall be used for the purposes of providing electric utility service to Grantor and/or others (overhead or underground), including, but not limited to, placing, constructing, reconstructing, operating, inspecting, patrolling, maintaining, removing, improving, upgrading, increasing or reducing the capability, capacity and number of circuits, repairing, and relocating electric and/or communication lines and/or devices, or distribution facilities or equipment, as well as reading any meter or performing any act relating to the provision of utility service.

This Electric Utility Easement and Covenant of Access (this "Easement Agreement"), together with all rights and privileges herein granted, shall be a covenant running with the land for the benefit of the Cooperative, its successors and assigns, and such rights and privileges are severable and may be assigned in whole, or in part, as the Cooperative may desire. Grantor covenants that Grantor, Grantor's heirs, successors and assigns shall facilitate and assist Cooperative personnel in exercising Cooperative's rights and privileges herein described at all reasonable times.

The Cooperative shall also have the right to use so much of the remainder of Grantor's Property as may be reasonably necessary to access the Easement Property and provide electric utility service including, but not limited to, construction, installation, repair and removal of the facilities that may at any time be necessary, at Cooperative's sole discretion, for the purposes herein specified.

Should the Grantor erect locked gates or other barriers that include, but not limited to, hostile dogs, the Grantor will provide the Cooperative with convenient means to circumvent the barrier for access without notice. Refusal on the part of the Grantor to provide reasonable access for the above purposes may, at the Cooperative's option, be sufficient cause for discontinuance of service. Alternatively, the Cooperative may move the metering location and other facilities and charge Grantor the cost of relocating all facilities.

The Cooperative shall have the right to clear the Easement Property of all obstructions or to prevent possible interference with or hazards to the safety, operation, and reliability of any of said lines and/or facilities or devices, including, but not limited to, trimming, cutting down, and/or chemically treating trees, undergrowth, and shrubbery within the Easement Property or within such proximity of the Cooperative's facilities so as to be hazardous to such facilities. Grantor shall not construct or locate any structure, building, or obstruction, including, but not limited to,

impound any water or place any temporary or permanent erection of any mast-type equipment or appurtenances, stock tanks, dams, storage piles, swimming pools, antenna, spas, water wells, and/or oil wells within the Easement Property that will violate any applicable safety codes or interfere with Cooperative's rights and privileges as herein granted. Cooperative has the right to install, use, maintain, and lock access gates, and to remove or prevent construction on the Easement Property of any or all buildings, structures, and obstructions at Grantor's expense.

Grantor agrees that the consideration received by the Grantor includes consideration for all damages for the initial construction of the Cooperative's facilities on the Easement Property as well as all damages, if any, to the Easement Property which may occur in the future after the initial construction of the Cooperative's facilities on Grantor's Property, directly resulting from the Cooperative's exercise of any of its rights herein granted. The Cooperative shall not be liable for any damages caused by maintaining the Easement Property clear of trees, undergrowth, brush, buildings, structures, and/or obstructions.

Grantor warrants that Grantor is the owner of the Grantor's Property and has the right to execute this Easement Agreement. Grantor further warrants that there are no liens existing against the Grantor's Property other than the following liens: _____.

Grantor agrees that all of Cooperative's facilities installed on, over, under, across, along and upon the Easement Property shall remain the sole property of Cooperative, removable at the sole option of the Cooperative.

TO HAVE AND TO HOLD the Easement and rights unto the Cooperative, its successors and assigns, until all of the Cooperative's lines and facilities shall be abandoned by a fully executed and recorded release of the Easement Property by the Cooperative and not by removal of any or all of the Cooperative's facilities, and in that event the Easement shall cease and all rights herein granted shall terminate and revert to Grantor, Grantor's heirs, successors or assigns; AND GRANTOR HEREBY BINDS GRANTOR, AND GRANTOR'S HEIRS, EXECUTORS, ADMINISTRATORS, AND SUCCESSORS, TO WARRANT AND FOREVER DEFEND THE EASEMENT AND RIGHTS HEREIN GRANTED UNTO THE COOPERATIVE, ITS SUCCESSORS AND ASSIGNS, AGAINST EVERY PERSON WHOMSOEVER LAWFULLY CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF.

Grantor

Grantor

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ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____,
by _____, the person(s) named as Grantor(s) on the first page of this document.

Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____,
by _____ [name], _____ [title]
of _____ [name of entity], a Texas _____ [type of entity – e.g.,
corporation, limited liability company, limited liability partnership], on behalf of said
_____ [type of entity].

Notary Public, State of Texas

DO NOT WRITE BELOW THIS LINE RESERVED SPACE BELOW FOR RECORDING AT COUNTY

Exhibit "A"

Legal Description of the Grantor's Property

[To be attached.]

**24-INCH HWY 195 WATERLINE
CITY PROJECT NO. 220000
PARCEL NO. 3 PE
STAGECOACH ROAD
MOSES T. MARTIN SURVEY, ABSTRACT No. 963**

EXHIBIT "A"

Being a permanent electrical easement situated in the Moses T. Martin Survey, Abstract No. 963 in the City of Killeen, Bell County, Texas, said permanent electrical easement being a portion of a called 1.024 acre tract of land described as Tract No. 1 in deed to the City of Killeen as recorded in Instrument No. 2025034374 of the Real Property Records of Bell County, Texas, said permanent electrical easement also being a portion of a called 0.366 acre tract of land described in deed to the City of Killeen as recorded in Instrument No. 2008-00035808 of said Real Property Records of Bell County, Texas, said permanent electrical easement being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod with aluminum cap stamped "GORRONDONA & ASSOCIATES, INC. FORT WORTH, TX" found for the northeast corner of said called 1.024 acre tract of land, said 5/8 inch iron rod with aluminum cap stamped "GORRONDONA & ASSOCIATES, INC. FORT WORTH, TX" being the northeast corner of a proposed 0.211 acre tract of land, from which a 5/8 inch iron rod with aluminum cap stamped "GORRONDONA & ASSOCIATES, INC. FORT WORTH, TX" found for the most northerly corner of said called 1.024 acre tract of land bears North 55 degrees 16 minutes 16 seconds West, a distance of 28.10 feet, said 5/8 inch iron rod with aluminum cap stamped "GORRONDONA & ASSOCIATES, INC. FORT WORTH, TX" being the most northerly corner of said proposed 0.211 acre tract land; **THENCE** South 07 degrees 46 minutes 49 seconds West, with the easterly line of said called 1.024 acre tract of land and the easterly line of said proposed 0.211 acre tract of land, a distance of 83.15 feet to a 5/8 inch iron rod with aluminum cap stamped "GORRONDONA & ASSOCIATES, INC. FORT WORTH, TX" found for the **POINT OF BEGINNING** of the herein described permanent electrical easement, said 5/8 inch iron rod with aluminum cap stamped "GORRONDONA & ASSOCIATES, INC. FORT WORTH, TX" being an exterior corner of said proposed 0.211 acre tract of land;

THENCE South 07 degrees 46 minutes 49 seconds West, with the easterly line of said called 1.024 acre tract of land, a distance of 186.31 feet to a 1/2 inch iron rod found for an interior corner of said 1.024 acre tract of land;

THENCE South 13 degrees 00 minutes 10 seconds East, with the easterly line of said called 1.024 acre tract of land, a distance of 93.60 feet to a calculated point for corner, from which a 1/2 inch iron rod found for the southeast corner of said called 1.024 acre tract of land bears South 13 degrees 00 minutes 10 seconds East, a distance of 41.44 feet;

THENCE South 69 degrees 25 minutes 22 seconds West, passing at a distance of 52.04 feet, a metal chain link fence corner post found for the east corner of said called 0.366 acre tract of land, said metal chain link fence corner post being the north corner of a called 0.057 acre tract of land described in deed to Rick Lane Family Holdings, Inc as recorded in Instrument No. 2013-00017298 of said Real Property Records of Bell County, Texas and further described in Volume 3960, Page 1 of the Deed Records of Bell County, Texas, from which a 5/8 inch iron rod with aluminum cap stamped “GORRONDONA & ASSOCIATES, INC. FORT WORTH, TX” found for the most southerly corner of said called 1.024 acre tract of land bears South 20 degrees 34 minutes 38 seconds East, a distance of 43.30 feet, in all, a distance of 151.75 feet to a metal chain link fence corner post found for the south corner of said called 0.366 acre tract of land;

THENCE North 20 degrees 49 minutes 33 seconds West, with the southwesterly line of said called 0.366 acre tract of land, a distance of 15.00 feet to a calculated point for corner, from which a metal chain link fence corner post found for the west corner of said called 0.366 acre tract of land bears North 20 degrees 49 minutes 33 seconds West, a distance of 144.58 feet;

THENCE North 69 degrees 25 minutes 22 seconds East, a distance of 138.67 feet to a calculated point for corner;

THENCE North 13 degrees 00 minutes 10 seconds West, a distance of 83.21 feet to a calculated point for corner;

THENCE North 07 degrees 46 minutes 49 seconds East, passing at a distance of 136.19 feet a 5/8 inch iron rod with aluminum cap stamped “GORRONDONA & ASSOCIATES, INC. FORT WORTH, TX” found for the south corner of said proposed 0.211 acre tract of land, in all, a distance of 189.06 feet to a 5/8 inch iron rod with aluminum cap stamped “GORRONDONA & ASSOCIATES, INC. FORT WORTH, TX” found for an interior corner of said proposed 0.211 acre tract of land;

THENCE South 82 degrees 13 minutes 11 seconds East, a distance of 15.00 feet to the **POINT OF BEGINNING** and containing 6,320 square feet or 0.145 acres of land, more or less.

Notes:

- (1) A plat of even survey date herewith accompanies this legal description.
- (2) All bearings and coordinates are referenced to the Texas Coordinate System, NAD-83, The North Central Zone 4202, all distances and areas shown are surface.

Date: March 3, 2026



Curtis Smith
Registered Professional Land Surveyor
No. 5494
Texas Firm No. 10106900

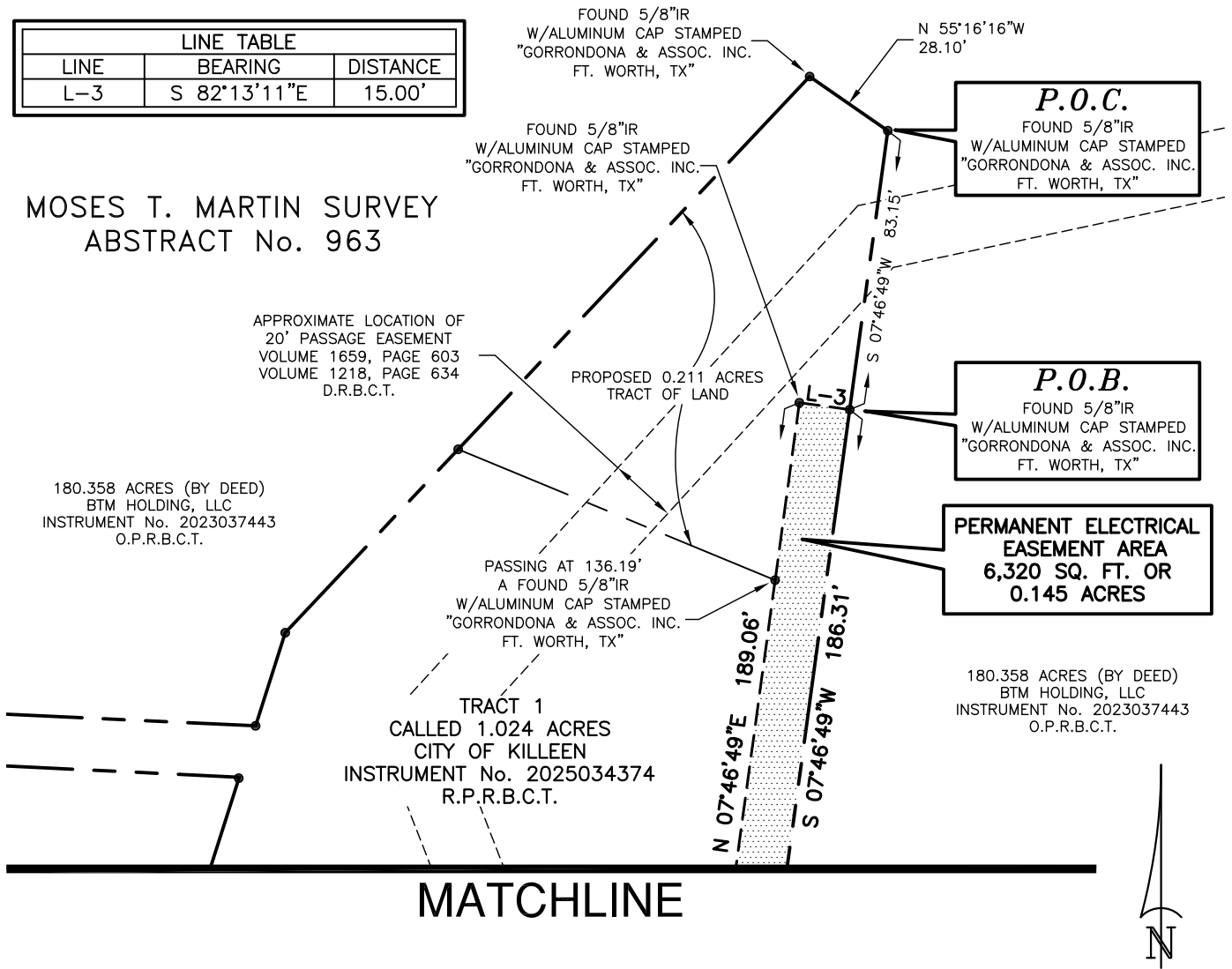


EXHIBIT "B"

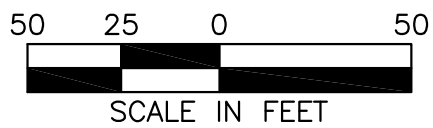
PARCEL No. 3 PE

LINE TABLE		
LINE	BEARING	DISTANCE
L-3	S 82°13'11"E	15.00'

MOSES T. MARTIN SURVEY
ABSTRACT No. 963



NOTES:
 1. A LEGAL DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.
 2. ALL BEARINGS AND COORDINATES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, THE CENTRAL ZONE 4203, ALL DISTANCES AND AREAS SHOWN ARE SURFACE.

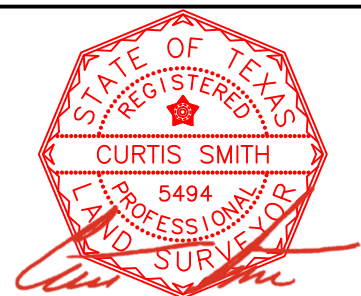


City of Killeen

101 N COLLEGE STREET • KILLEEN, TEXAS 76541

24-INCH HWY 195 WATERLINE

PARCEL NO. 3 PE	PROJ. NO. 220000	
PERMANENT ELECTRICAL EASEMENT		
OWNER: CITY OF KILLEEN		
SURVEY: MOSES T. MARTIN SURVEY, ABSTRACT No. 963		
LOCATION: CITY OF KILLEEN, BELL COUNTY, TEXAS		
ACQUISITION AREA: 0.145 ACRES OR 6,320 SQUARE FEET		
WHOLE PROPERTY ACREAGE: 1.024 ACRES (BY DEED) AND 0.366 ACRES (BY DEED)		
JOB No. KHA_2206.00	DRAWN BY: JM	CAD FILE: 3PE.DWG
DATE: MARCH 3, 2026	EXHIBIT B PAGE 1 OF 2	SCALE: 1" = 50'

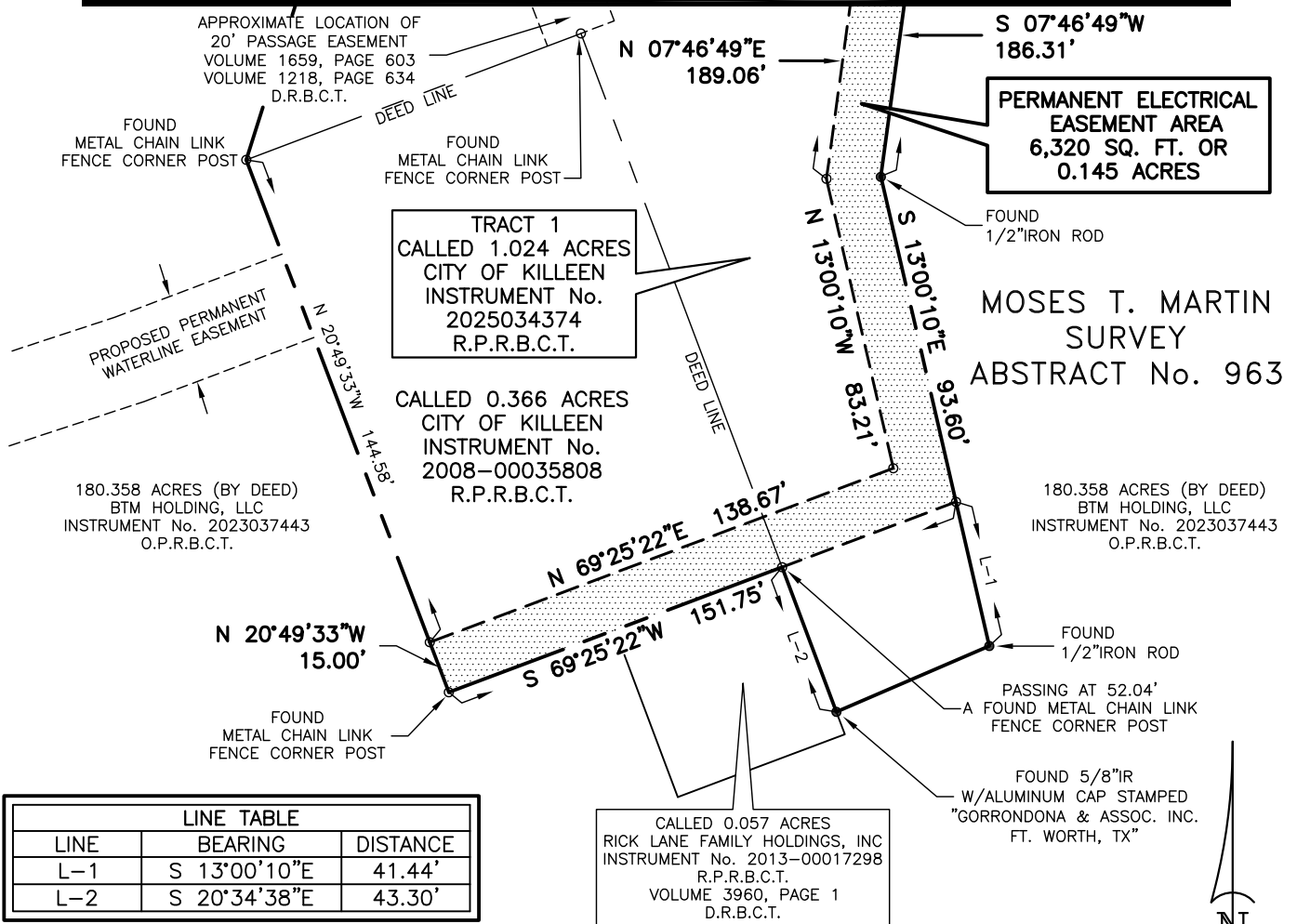


CURTIS SMITH
 REGISTERED PROFESSIONAL LAND SURVEYOR
 NO. 5494 TEXAS FIRM No. 10106900

EXHIBIT "B"

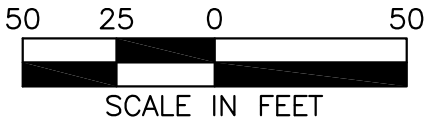
PARCEL No. 3 PE

MATCHLINE



LINE TABLE		
LINE	BEARING	DISTANCE
L-1	S 13°00'10\"E	41.44'
L-2	S 20°34'38\"E	43.30'

NOTES:
 1. A LEGAL DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.
 2. ALL BEARINGS AND COORDINATES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, THE CENTRAL ZONE 4203, ALL DISTANCES AND AREAS SHOWN ARE SURFACE.



City of Killeen

101 N COLLEGE STREET • KILLEEN, TEXAS 76541

24-INCH HWY 195 WATERLINE

PARCEL NO. 3 PE	PROJ. NO. 220000
PERMANENT ELECTRICAL EASEMENT	
OWNER: CITY OF KILLEEN	
SURVEY: MOSES T. MARTIN SURVEY, ABSTRACT No. 963	
LOCATION: CITY OF KILLEEN, BELL COUNTY, TEXAS	
ACQUISITION AREA: 0.145 ACRES OR 6,320 SQUARE FEET	
WHOLE PROPERTY ACREAGE: 1.024 ACRES (BY DEED) AND 0.366 ACRES (BY DEED)	



JOB No. KHA_2206.00	DRAWN BY: JM	CAD FILE: 3PE.DWG
DATE: MARCH 3, 2026	EXHIBIT B PAGE 2 OF 2	SCALE: 1" = 50'

CURTIS SMITH
 REGISTERED PROFESSIONAL LAND SURVEYOR
 NO. 5494 TEXAS FIRM No. 10106900