

RIGHT OF WAY EASEMENT

THE STATE OF TEXAS,
COUNTY OF GUADALUPE

That the Undersigned, **THE CITY OF SEGUIN**, a municipal corporation (hereinafter referred to as Grantor) for a good and valuable consideration, the receipt of which is 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, the "Facilities") for the transmission of electricity and communications upon and over the Easement Area, more particularly described as follows: Being a tract of 93.83 acres of land, more or less, out of the William Baker Survey, A-67 and the Parris Smith Survey, A-300, identified as parcel number **61051 & 70547**, being the same land described in that certain deed from Marvin & Joyce Strackbein to The City of Seguin, dated October 10, 1975, of record in Volume 507, Page 414 of the Official Public Records of Guadalupe County, Texas (the "Easement Area").

- **The Easement Area is shown in Exhibit "A" attached hereto and made a part of this easement**

The Facilities will be installed for the purpose of serving a radio station antenna and associated appurtenances allowed by the City under the terms of a Ground Lease Agreement with Seguin Media Group, Ltd. and for such other uses customarily associated with electric distribution infrastructure, provided Grantor is provided advance notice of such uses and determines that they will not interfere with Grantor's activities in the Easement Area or Grantor's adjacent lands. 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 along or within routes and times approved by the designee of Grantor's city manager in writing, such approval being necessary to ensure Grantee's activities do not interfere with potentially dangerous law enforcement activities occurring within the Easement Area. Notwithstanding the foregoing, Grantee shall have the right of ingress and egress over adjacent lands if such designated roads or routes become impassible or in an emergency situation where an alternate access is needed and time is of the essence 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. If, in the future, the Cooperative loses part of this Easement due to a road widening or any other circumstance, the Grantor will convey to the Cooperative the same amount of acreage lost so that the Cooperative can continue operating its Facilities.

Upon the initial completion of the Facilities, the Easement Area shall automatically be reduced to an area equal to 15 feet from each side of the centerline of the Facilities, or the center points of any appurtenances such as the locations where guy wires are anchored to the ground. Grantor, at its expense, may commission a survey of the reduced Easement Area. In that case, except in the event of a good faith bona fide dispute regarding the accuracy of the survey, Grantee shall execute an amendment to this Easement showing such surveyed area to be the reduced Easement Area.

In conducting its activities under this Easement, Grantee shall carry the following types of insurance with coverage limits as follows:

REQUIREMENTS	REQUIRED ENDORSEMENTS		
	LIMITS	ADDITIONAL INSURED	WAIVER OF SUBROGATION
30-DAY NOTICE OF CANCELLATION			
General Liability	\$1,000,000 per occurrence / \$2,000,000 aggregate	X	X
Automobile Liability	\$1,000,000 each accident	X	X
Workers' Compensation/Employers Liability	\$1,000,000 EL each accident / \$1,000,000 EL Disease policy limit / \$1,000,000 EL Disease each employee		X

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 Easement Area.

Dated this 20th day of January, 2023

The City of Seguin

By: [Signature]

As: City Manager

THE STATE OF TEXAS,
COUNTY OF Guadalupe

This instrument was acknowledged before me on this the 20th day of JANUARY, 2023 by
Steve Parker as City Manager of

The City of Seguin, a municipal corporation. (Grantor or Authorized Signatory)



Connie Real

Notary Public in and for the State of Texas

Form #169-----04/21

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gvec Delivering more.™ Work Order Number: 1904469 SML: 63564584 EML: T63564584002 Trans Pole#: P63564584005 Meter Pole#: P63564584005 Customer Name: KWED RADIO Serv Addr: 1411 STAGECOACH RD Serv City: 78155 - Seguin Taxing City: No City State: TX, Zip: 78155 Phone Number: 8303050423		County: 6 - GUADALUPE Franchise: 0 - No Franchise Board District: 5 - MORRIS HARVEY School District: 36 - Marion ISD Service Lineman: 08 - Seguin Area 4 District Office: 20 - Seguin District Office Work Plan: 111 OVERHEAD 1-PHASE #4 ACSR Easement: 2 Gate Combo:		0 Source: none EX (1) P40-3 # P63564584001 EX (1) VA1 4 EX (1) VM2-12 N (1) VA5-1 4 N (1) VM2-11		1 Source: 0 N (38) Overhead Primary N (38) 4 ACSR N (38) 4 ACSR N (1) E1-2 N (1) E3-10 N (1) F1-3 N (186) 4 ACSR N (186) 4 ACSR N (1) E1-2 N (1) E3-10 N (1) F1-3 N (1) VA5-1 4 N (1) VM2-11		2 Source: 1 N (1) 30/3 # 176014 ML: 63564584 N (186) Overhead Primary N (1) 15 KVA N (186) 4 ACSR N (186) 4 ACSR N (1) E1-2 N (1) E3-10 N (1) F1-3 N (1) M8-10 3W 4/0 N (1) P40-3 # P63564584005 N (1) VA5 4 N (1) VG10 #4 # T63564584002 N (1) VM2-11		Job Briefing Employee-in-Charge Signature Date: Employee Signatures:		Install Serial # KVA Removed Serial # KVA Date: Time: AM PM		Transformers and Service Added Reuse Removed Completed By: Date: Meter Set: ☐ Yes ☐ No Voltage:		GVEC Meter Completion		XFMR # CITY OF SEGUIN PARCEL:61051 EASEMENT: DATE SIGNED: ENR CITY OF SEGUIN POLICE TRAINING FACILITY RADIO TOWER 186' 38' LOC 2 NEW POLE:P63564584005 NEW SL:176014 NEW SML:63564584 NEW EML:T63564584002 \$3128.57	
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Exhibit A