

Blanket

Easement No. \_\_\_\_\_  
File No. \_\_\_\_\_  
Address: \_\_\_\_\_  
Initials: \_\_\_\_\_

**CHILLED WATER UTILITY EASEMENT  
- and -  
VAULT AGREEMENT & DECLARATION OF LOCATION**

STATE OF TEXAS  
COUNTY OF TRAVIS

DATE: \_\_\_\_\_

GRANTOR:

GRANTOR'S ADDRESS:

GRANTEE: THE CITY OF AUSTIN

GRANTEE'S ADDRESS: P. O. Box 1088  
Austin, Travis County, Texas

**PROPERTY**

GRANTOR, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, does hereby grant, sell and convey to GRANTEE an exclusive easement and right of way along, over, under, and across the Property to place, construct, reconstruct, install, operate, repair, maintain, inspect, replace, upgrade or remove (in whole or in part) chill water lines and systems associated solely with GRANTEE's chill water operations and all necessary desirable appurtenances and structures, for distribution of chill water services to the Property (the "*Distribution Facilities*"), and to remove obstructions as necessary to keep them clear of the Facilities and permit GRANTEE unimpeded access to the Facilities and to the Vault, Chill Water Duct Bank, and Appurtenances, all as hereinafter defined; and,

(i) subject to GRANTOR'S rights of entry and inspection in the event of an emergency or to comply with applicable laws, rules, codes and ordinances, a non-exclusive agreement for the use of the area within the Vault (as hereafter defined) shown on Exhibit "A" attached hereto and incorporated herein (the "*Vault Agreement Addendum*") to place, install, operate, repair, maintain, inspect, replace, reinstall, upgrade or remove chill water piping, valves, heat exchangers, and other equipment necessary and desirable to provide required chill water

service to the improvements on the Property (the "*Vault Facilities*" which, with the Distribution Facilities, are collectively referenced herein as the "*Facilities*").

In connection with such grants, GRANTOR does also hereby agree to the terms and conditions contained herein that pertain to the Facilities, the Easements, the Vault, and the Appurtenances (as hereafter defined).

GRANTOR may not place, erect or maintain in the Easements (a) any permanent structures, including, but not limited to habitable structures such as homes or offices, (b) any structure of any kind in such proximity to the Facilities that will interfere or conflict with the use of the same by the GRANTEE or which will endanger any person or property nor, (c) without GRANTEE'S prior written consent including, but not limited to drainage, filtration or detention ponds, or make changes in grade, elevation, or contour of the land which would materially impair GRANTEE'S access to its Facilities in the Easements for the purposes stated above.

The GRANTOR shall be responsible, at its sole cost and expense, for providing for GRANTEE'S use of a secure vault structure ("*Vault*") and chill water duct bank ("*Duct Bank*") for the location of the necessary chill water piping, valves, pumps, and appurtenances providing chill water service to the Property (hereinafter "*Appurtenances*"). GRANTOR shall construct the Vault and the Chill Water Duct Bank on the Property in compliance with the requirements of GRANTEE'S Design Criteria (collectively "*Chill Water Requirements*").

GRANTEE shall have the exclusive right to use the Chill Water Duct Bank and Access Easement for the location, operation, maintenance, repair and replacement of GRANTEE'S Chill Water Distribution Facilities and GRANTOR shall provide GRANTEE'S personnel with access at all times over and across the GRANTOR'S Property to reach and have full access to the Easement and Vault Areas. Subject to GRANTOR'S right to access the interior of the Vault in the event of an emergency or to otherwise comply with applicable law, the interior of the Vault shall be used for the location, operation, maintenance, repair and replacement of GRANTEE'S Vault Facilities, and GRANTOR shall provide GRANTEE'S personnel with access at all times over and across the GRANTOR'S Property to reach and have full and exclusive access to the Vault, the Vault Facilities, and the Appurtenances, to place, construct, reconstruct, install, operate, repair, maintain, inspect, replace, upgrade or remove (in whole or in part) the Vault Facilities and Appurtenances.

The Vault shall be maintained by GRANTOR in good repair, which shall include maintenance and replacement, as necessary, of lighting, ventilation, conduit systems, sump pumps and such other structural components to maintain the Vault and Vault Facilities and to maintain compliance with the Chill Water Agreement. GRANTEE shall have the exclusive right to place, replace, operate, maintain upgrade or remove the Facilities.

GRANTEE agrees that in enjoying the full use of the Easements and Appurtenances it shall conform to reasonable standards recognized by the chill water industry, and that the GRANTEE shall not unreasonably interfere with the day to day operations of the GRANTOR.

The GRANTOR shall not use the locations of the Vault and Appurtenances in any manner or for any purpose that will interfere or conflict with the use of the same by the GRANTEE or which will endanger any person or property.

TO HAVE AND HOLD the same perpetually unto GRANTEE and to its successors and assigns, together with the right and privilege at any reasonable time or times to enter upon and cross the Property to the extent necessary for the foregoing purposes.

GRANTOR, does hereby covenant and bind itself, and its heirs, successors, assigns and legal representatives to warrant and forever defend all and singular the Easement unto GRANTEE, and its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under GRANTOR, but not otherwise. Such rights and Easement shall be covenants running with the land and shall be binding upon the GRANTOR, its personal representatives, heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the date first above stated.

GRANTOR:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GRANTEE:

City of Austin, Texas, a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2007 by \_\_\_\_\_, a \_\_\_\_\_ of

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
Notary's Printed or Typed Name

\_\_\_\_\_  
Notary's Commission Expires

ACKNOWLEDGMENT

STATE OF TEXAS  
COUNTY OF TRAVIS

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2007 by \_\_\_\_\_, the \_\_\_\_\_ of the City of Austin, Texas, a \_\_\_\_\_ on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
Notary's Printed or Typed Name

\_\_\_\_\_  
Notary's Commission Expires

CHILL WATER UTILITY EASEMENT

- and -  
**VAULT AGREEMENT**

**ADDENDUM**

GRANTEE's responsibilities for the CHILL WATER PIPING from the property line to the vault and for the facilities within the vault area are as follows:

1. GRANTEE will own and maintain the chill water pipes from the Customer's property line to the facilities located within the vault.
2. GRANTEE's facilities and/or equipment will be located within the vault area
3. GRANTOR shall keep the vault access locked at all times and shall provide GRANTEE access to the vault upon request.

GRANTOR'S responsibilities for the chill water piping and vault area are as follows:

1. Vault structures are to be maintained in a manner providing safe conditions for the vault area and the facilities, including maintenance of lighting, ventilation, sump pumps and any other structural components required for the vault area.  
**(Option: The Grantor shall be responsible for maintenance of the vault structure and piping system to the GRANTEE'S satisfaction)**
2. Provide continuous unimpeded access to the vault area
3. Repair any damage to vault access doors immediately and notify GRANTEE of damage
4. Provide and maintain signs indicating that vault area is a secured hazardous area
5. No sprinkler systems or other fire extinguishing equipment is to be installed in the vault area
6. No storage of any materials of any kind within the vault area that may present a safety hazard
7. Modifications to the vault structure requires written approval from GRANTEE
8. In the event that the transformer vault is located in such a manner that it is necessary for walls, grating, ventilation, louver systems or any structural improvements to be moved, removed, modified, or relocated during the installation, maintenance, removal and/or replacement of transformers and/or any other related equipment, then the GRANTOR shall be responsible at their expense to move, remove, modify, relocate and/or replace the walls, grating, ventilation louver systems or any structural improvements.

The GRANTOR shall be responsible, at their expense, for the placing, replacement and/or removal of the heat exchangers and/or related equipment in the vault to or from a location on private property or on adjacent public property where the GRANTEE can provide or exchange

the heat exchanger and/or related equipment without liability for damage to customer's property or the public. GRANTEE reserves the right at its option to handle its equipment.

GRANTOR shall be liable for any damage to GRANTEE'S chill water equipment and/or other related equipment by any party other than GRANTEE or its contractors, when removing or installing same on GRANTOR's site

AFTER RECORDING, RETURN TO:  
City of Austin - Electric Utility  
721 Barton Springs Road  
P. O. Box 1088  
Austin, Texas 78767-8814  
Attn: Steven McDade  
Distribution Easement & Vault Agreement