

Investigate Number: _____

Map Number: _____

RIGHT OF WAY EASEMENT

STATE OF TEXAS§

COUNTY OF _____§

KNOW ALL MEN BY THESE PRESENTS

That _____, hereinafter called the Grantors, for a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do grant unto the City of Bryan, a Texas home rule municipal corporation, doing business as "Bryan Texas Utilities" ("BTU") and to its successors and assigns, an easement and right-of-way upon, under, over, and across property owned by Grantor and located in the County of _____, State of Texas, which property (the "Property") is described as follows:

(Describe only the part of Grantor's Property covered by this easement)

BEING

(herein the "Property")

BEGINNING

The width of this easement hereby granted is described as follows: _____ .

(herein the "Easement")

The Easement Area granted by this instrument (the "Easement") is subject to the following conditions:

1. BTU has the right to install, operate, relocate, construct, reconstruct, add to, maintain, inspect, patrol, enlarge, repair, remove and replace Utility Facilities upon, over, under, and across the Property included in the Easement and to remove Utility Facilities from the Property, and the right of ingress and egress on Grantor's property adjacent to the Easement for the same purposes. For purposes of the Easement, the phrase "Utility Facilities" shall include a variable of number of cables, conductors or wires, insulators, cross arms, protective devices, meters, terminal boxes, transformers, structures, poles, props, guys, anchors, conduit, and other necessary and desirable devices relating to electric energy and/or communication.
2. BTU has the right to trim and/or remove, from the Easement, without payment due to Grantor, all trees, branches, underbrush or any other obstruction which might endanger or interfere with the operation, safety, or efficiency of the Utility Facilities on the Property on which the Easement is located.
3. The Grantor covenants for itself, his or her personal representatives, executors, and/or successors and assigns, not to place or maintain any building, structure, or any other obstruction on or within the Easement, or to use the surface of the Easement Area for any purpose that would interfere with or prevent the use by BTU of the Easement for the purposes set forth herein. The Grantor shall have the right to use the surface of the Easement for streets, roads, driveways, alleys, walks, gardens, lawns, plantings or park areas and any other like uses.
4. BTU has the right to assign all or part of the rights granted to it, pursuant to this Agreement it receives under the Easement. The Easement will inure to the benefit of BTU and BTU's successors and assigns.
5. Grantor acknowledges and agrees that the location of the Easement is based only on preliminary surveys and that the rights granted by this Easement shall apply to the actual location of Utility Facilities, when constructed.
6. Grantor binds Grantor and Grantor's heirs, successors, and assigns to WARRANT and FOREVER DEFEND, all and singular, the rights and premises granted to BTU by this instrument.
7. Grantor covenants, represents and warrants that Grantor has good and marketable title to the Property and the unqualified right to grant the privileges contained herein.

Investigate Number: _____

Map Number: _____ - _____

IN WITNESS WHEREOF, the Grantors execute this instrument this _____ day of _____, AD 20 .

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____ whose name is subscribed to the foregoing instrument and acknowledged to me that _____ executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this _____ day of _____, AD 20 .

Notary Public/ State of _____

IN WITNESS WHEREOF, the Grantors execute this instrument this _____ day of _____, AD 20 .

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____ whose name is subscribed to the foregoing instrument and acknowledged to me that _____ executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this _____ day of _____, AD 20 .

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Notary Public/ State of _____