

## RIGHT OF WAY EASEMENT

THE STATE OF TEXAS §  
COUNTY OF BRAZOS §

KNOW ALL MEN BY THESE PRESENTS, that **CITY OF BRYAN, TEXAS, a TEXAS home-rule municipality** (Grantor), in consideration for one dollar (\$1.00) and other good and valuable consideration paid by **WELLBORN SPECIAL UTILITY DISTRICT** (Grantee), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove a transmission/distribution water pipe line and appurtenances over, through and across:

that certain tract or parcel of land containing 2.700 acres of land, lying and being situated in the Thomas Henry Survey, Abstract No. 128, Brazos County, Texas being more particularly described in the deed from Syed Hyder to City of Bryan, Texas, a Texas home-rule municipality dated June 20, 2003 and recorded in Volume 5385, Page 212 of the Official Records of Brazos County, Texas;

to which such instrument and its record, reference is hereby made for complete description, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall be 20 feet in width, and shall run contiguous to and parallel with the property line of said land which borders the Right Of Way line of the Old San Antonio Road.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages to Grantor's property will occur as a result of Grantee's use of this easement. Grantee agrees to repair all damages, if any, caused by its actions and to clean up and restore the surface back to its original condition as reasonably possible.

**Purpose and Limitations on Use of Easement.** This Easement is granted solely for the purposes and uses set forth and limited below:

a. **Single Pipeline.** This Easement allows one pipeline with a maximum diameter of 24 inches. The pipeline shall be used only for the transportation of water.

b. **Depth.** The top of the pipeline shall be a minimum of forty-eight\_ (48) inches from the surface (after construction and settlement) or such minimum depth as may be required by any applicable regulation, whichever is greater. The pipeline shall also be installed below any pipeline owned by the City of Bryan.

c. **Appurtenances.** There shall be no surface or subsurface appurtenances to the pipeline (including, but not limited to meter stations, meter pits, pumping stations or devices, structures, fences, signs) other than as specifically provided in this Easement, or as agreed to by Grantor by separate written instrument signed by Grantor.

d. **Grantor Use of Easement.** Grantor retains, reserves and shall continue to enjoy use of the surface of the Easement area for any and all purposes that do not interfere with and prevent the use by Grantee of the Easement, including the right to build and use the surface of the granted Easement area for drainage ditches, private streets, roads, driveways, alleys, walks, gardens, lawns, grazing, plantings and crops, parking areas, and other like uses, and to dedicate all or any part of the Easement area to any public entity for use as a public street, road or alley. Grantor may construct fences across the Easement area, but Grantor shall not construct any permanent structure (structure with foundation or that is affixed to ground) or plant trees in the Easement area without Grantee's prior written consent. If the Grantor shall dedicate all or any part of the Easement area, the Grantee shall execute all instruments that may be necessary or appropriate to effectuate the dedication, without, however, extinguishing the rights granted in this Easement. Grantor reserves the right, at Grantor's expense, to relocate the Easement and the pipeline installed therein provided the relocated Easement and pipeline can be reasonably used for its intended purpose by Grantee. Grantor may exercise this right by giving Grantee a minimum of sixty (60) calendar days prior written notice of the intention to relocate the Easement.

This agreement and the easement granted shall constitute a covenant running with the land for benefit of the Grantee, its successors, and assigns. Grantor covenants that it is the owner of the land made subject of this easement and that such land is free and clear of all encumbrances and liens except all validly existing easement, right-of-way, and prescriptive rights, whether of record or not, and all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property.

To the extent this easement was obtained or improved through the use of federal assistance to Grantee, it is subject to the provision of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto.

IN WITNESS WHEREOF the Grantor has executed this instrument this \_\_\_\_\_ of \_\_\_\_\_, 2016.

CITY OF BRYAN, TEXAS, a Texas Home Rule Municipal Corporation, on behalf of said corporation.

Party of the First Part  
**CITY OF BRYAN, TEXAS**

**Approved as to Form:**

By: \_\_\_\_\_  
Janis K. Hampton, City Attorney

**Approved:**

By: \_\_\_\_\_  
Jason P. Bienski, Mayor

**Attest:**

By: \_\_\_\_\_

Mary Lynne Stratta, City Secretary

**Date:** \_\_\_\_\_

ACKNOWLEDGMENT

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This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, \_\_\_\_\_ of the City of Bryan, Texas, a Texas Home Rule Municipal Corporation, on behalf of said corporation.

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

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