

531075

FILED

UTILITY EASEMENT  
(Specific Property)

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STATE OF TEXAS

COUNTY OF BRAZOS

KNOW ALL MEN BY THESE PRESENTS:

Mary Ann Ward, CO. CLERK  
BRAZOS COUNTY COURTHOUSE  
BRYAN, TEXAS  
Jesus Palacios, JR.

That, DENNIS PAMPELL and WILLIAM C. BOYETT, GRANTORS, of the County of Brazos, State of Texas, for the good and valuable consideration, in hand paid to GRANTORS by the CITY OF COLLEGE STATION, TEXAS, GRANTEE, the receipt of which is hereby acknowledged, have GRANTED, SOLD and CONVEYED and by these presents do GRANT, SELL, and CONVEY unto the said CITY OF COLLEGE STATION, a Texas Municipal Corporation, certain rights and interests in the nature of a perpetual EASEMENT on and through the following described property:

Being a strip of land through Lot 6, Block L, University Park Section Two (commonly known as 1017 Autumn Circle), five feet (5') in width adjacent and parallel to the common property line between Lot 5 and Lot 6, Block L; and being a portion out of that same Lot 6, Block L, University Park Section Two, conveyed to Dennis Pampell and William C. Boyett, as described by deed recorded in Volume \_\_\_, Page \_\_\_, of the Deed Records of Brazos County, Texas;

provided, however, that this conveyance shall grant the rights herein specified only as to that portion of the above described property more particularly shown on the attached Exhibit "A", known as the "Easement Area", and any additional area outside the easement area necessary to install and attach equipment, guy wires, and anchors necessary and incident to the uses of the Easement Area.

To erect, construct, install, and thereafter use, operate, inspect, repair, maintain, reconstruct, modify, and remove the following:

Electric, television, telephone communications, and street lighting lines;

upon, over, and across said property as herein described and any ways, streets, roads, or alleys abutting same; and to cut, trim and control the growth of trees and other vegetation on and in the easement area or on adjoining property of GRANTORS, which might interfere with or threaten the operation and maintenance of any public utility equipment, accessories, or operations. It is understood and agreed that any and all equipment and facilities placed upon said property shall remain the property of GRANTEE.

GRANTORS expressly subordinate all rights of surface use incident to the mineral estate to the above described uses of said surface by GRANTEE, and agrees to lender's subordinations on behalf of GRANTEE. GRANTORS will provide GRANTEE with the names and addresses of all lenders.

Upon the submission of an as-built metes and bounds description, GRANTEE agrees to prepare a new easement document. GRANTEE shall release this easement upon the execution of the new document showing the as-built lines.

TO HAVE AND TO HOLD the rights and interests herein described unto the CITY OF COLLEGE STATION, TEXAS, and its successors and assigns, forever, and GRANTORS do hereby bind themselves, their heirs, executors and administrators, to warrant and forever defend, all and singular, these rights and interests unto the CITY OF COLLEGE STATION, TEXAS, and its successors and assigns, against every person whomever lawfully claiming, or to claim same, or any part thereof.

EXECUTED this 23rd day of August, 1993.

DENNIS PAMPELL

WILLIAM C. BOYETT

APPROVED AS TO FORM.  
THIS DOCUMENT MAY NOT  
BE CHANGED WITHOUT  
RE-SUBMISSION FOR APPROVAL.

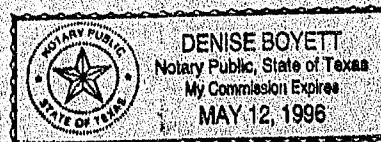
STATE OF TEXAS

COUNTY OF BRAZOS

## ACKNOWLEDGMENT

This instrument was acknowledged before me on the 23rd day of August, 1993, by DENNIS PAMPELL and WILLIAM C. BOYETT.

Notary Public in and for the State of TEXAS

js/a/pampell4  
081993

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