

Town: Abilene

County: Taylor

Submitted by: DA

Date: 9-5-2017

Description: Install 3 phase underground line along East side of Southlake Sub

WR# 65735524

EASEMENT AND RIGHT OF WAY

Wylie Independent School District, ("Grantor"), for and in consideration of Ten & 00/100 Dollars (\$10.00), and other good and valuable consideration to Grantor in hand paid by AEP TEXAS INC., a Delaware Corporation, whose address is P.O. Box 2121, Corpus Christi, Texas 78403 ("Grantee") the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto Grantee, its successors and assigns, a perpetual easement and right of way for electric distribution lines, consisting of poles made of wood, metal, or other materials, cross arms, static wires, guys, wire circuits, underground cables and conduits, communication circuits, metering equipment and all necessary or desirable appurtenances (including, but not limited to, transformers, meters, vaults, and service pedestals) over, under, across, and upon a portion of the following described land located in Taylor County, Texas, to wit:

Said tract of land conveyed to Grantor in Warranty Deed 3856 containing 21.5 acres of land and Warranty Deed 3857 containing 10.00 acres of land off the south side of 404.12 of Section 8, Lunatic Asylum Lands, Taylor County, Texas.

Said easement for the purpose of all existing AEP distribution lines within said 31.50 acres and a new line extension, being 15 feet in width and 7.5 feet on each side of a centerline as described by GPS waypoints as depicted on Exhibit "A", attached hereto, made a part hereof and incorporated herein for all applicable purposes. Notwithstanding the foregoing, the actual as-built location of the electric line shall locate, define and establish the centerline of the easement (the "Easement Area").

Should any damage occur to the herein permitted encroachment, as a result of Grantee's exercising any of its rights at any time, Grantor will not be responsible for said damage, and any expense or monetary cost involved in the repair of said damages will be borne by Grantee of said damaged encroachment.

Grantor shall maintain the right to construct and use structures of ingress and egress (Roadways) across and upon the Easement Area. Such Roadways may include, but are not limited to, roads capable of supporting large vehicles such as buses. Should any damage occur to the Roadways as a result of Grantee's exercising any of its rights at any time, Grantor will not be responsible for said damage, and any expense or monetary cost involved in the repair of said damages will be borne by Grantee. Grantee shall repair such damage to Grantor's satisfaction. Together with the right of ingress and egress over, under, across and upon the Easement Area and Grantor's adjacent land for the purpose of constructing, operating, reconstructing on poles or burying and replacing underground cables and conduits (including necessary ditching and backfilling), enlarging, inspecting, patrolling, repairing, maintaining, upgrading and removing said lines, circuits, underground cables and conduits, poles, wires and appurtenances; the right to relocate along the same general direction of said lines, cables, and conduits; and the right to remove from the Easement Area all structures, except Roadways, obstructions, trees and parts thereof, using generally accepted vegetation management practices, (whether from the Easement Area or that could grow into the Easement Area) which may, in the reasonable judgment of Grantee, endanger or interfere with the safe and efficient operation and/or maintenance of said lines, cables, conduits or appurtenances or ingress and egress to, from or along the Easement Area.

Grantor reserves the right to use the Easement Area subject to said Easement and Right of Way in any way that will not interfere with Grantee's exercise of the rights hereby granted. However, Grantor shall not construct or permit to be constructed any house or other above ground structure, other than the Roadways outlined above, on or within the Easement Area containing Grantee's improvements without the express written consent of Grantee.

TO HAVE AND TO HOLD the above described easement and rights unto the Grantee, its successors and assigns forever. Grantor binds itself, assigns, and legal representatives, as permitted by law, to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, _____

[Rest of this page intentionally left blank-Signature page follows]

WR# 65735524

By: Joey Light, Superintendent
Wylie Independent School District
Duly Authorized by the District Board of Trustees

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TAYLOR

This instrument was acknowledged before me on this _____ day of _____,
by Joey Light, Superintendent, Wylie Independent School District.

Notary Public, State of Texas

(SEAL)