

DEDICATION OF EASEMENT
(PUBLIC UTILITY PURPOSES)

(Current as of 07-07-09)

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS § **KNOW ALL MEN BY THESE PRESENTS:**

_____, hereinafter referred to as “Grantor,” for and in consideration of the growth, the requirements, and the benefits to accrue to the parties and the citizens of the City of Tomball, Texas, and the receipt and sufficiency of such consideration being hereby acknowledged, HAS DEDICATED, GIVEN, GRANTED, AND CONVEYED and by these presents DOES HEREBY DEDICATE, GIVE, GRANT, AND CONVEY, unto the City of Tomball, Texas, hereinafter referred to as “Grantee,” its successors, assigns, and legal representatives, an exclusive and perpetual easement for public utility purposes, including the right to construct, operate, maintain, inspect, replace, and remove said public utilities, along, across, over, and under that certain tract or parcel of land in Harris County, Texas, described by metes and bounds in *Exhibit ‘A’* attached hereto, and described by survey plat in *Exhibit ‘B’* attached hereto, both Exhibits being incorporated herein by this reference for all purposes.

The Grantee may do and perform all acts necessary to construct, operate, maintain, inspect, replace, and remove said public utilities along, across, over, and under said easement, and operate thereon all necessary machinery and equipment, and Grantee shall have the right to cut, trim, and remove trees, brush, or shrubbery, or weeds, or to remove improvements which may encroach upon, burden, or interfere with the easement herein granted. Grantor retains, reserves, and shall continue to enjoy the use of the surface of the easement area for any and all purposes which do not interfere with or prevent the use by Grantee of the easement, rights, and

privileges granted herein, subject to all applicable laws and regulations of the State of Texas or its political subdivisions, including Grantee.

The easement and the rights and privileges herein granted shall be perpetual and exclusive, and Grantor covenants that Grantor will not convey any other easement, or any other right, within or conflicting with the area of the easement herein granted. This instrument shall be binding upon the successors, assigns, legal representatives, heirs, executors, and administrators of both the Grantor and the Grantee.

TO HAVE AND TO HOLD the above described easement unto the said Grantee, its successors, assigns, and legal representatives, and Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, successors, and assigns to Grantee and its successors, assigns, and legal representatives, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this ____ day of _____, 20__.

GRANTOR: _____

By: _____

By: _____

Printed Name: _____

GRANTEE: CITY OF TOMBALL

By: _____

Printed Name: Jan Belcher

Its: City Manager

ADDRESS OF GRANTEE:

The City of Tomball
401 West Market Street
Tomball, Texas 77375

Attachments: Exhibit "A" – 20' Utility Easement, Metes and Bounds Description
Exhibit "B" – 20' Utility Easement, Survey Plat

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the _____(Title) for _____, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____, 2008.

Notary Public in and for the
State of Texas
My Commission Expires:

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the City Manager for the City of Tomball, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____, 20__.

Notary Public in and for the
State of Texas
My Commission Expires: