

**TEMPORARY CONSTRUCTION EASEMENT**

(Current as of 07-07-09)

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

THAT \_\_\_\_\_, hereinafter referred to as “Grantor” for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration paid to Grantor by the CITY OF TOMBALL, Texas, hereinafter called “Grantee”, the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does hereby GRANT, SELL, and CONVEY unto the Grantee, its successors, assigns, and legal representatives, the right to use up \_\_\_\_\_ of the surface of Grantor’s property adjacent to that easement granted by Grantor to Grantee by Dedication of Easement of even date herewith whereby Grantor granted to Grantee an exclusive and perpetual easement for public utility purposes along, across, over, and under that certain tract or parcel of land situated in Harris County, Texas, more particularly described in Exhibit “A” attached hereto and made a part hereof for all purposes, as may be reasonably necessary for Grantee to construct and install the contemplated facilities described in said Dedication of Easement. On completion of construction and installation of said public utilities along, across, over, and under that tract described in Exhibit “A” attached hereto, Grantee hereby agrees to the following:

1.    To replace and restore all fences with five (5) wire fences placed in a stright manner along the same line as existing fences; and
  
2.    To leave any pipe braces and corner posts presently in existence for Grantor’s salvage, if Grantee replaces such pipe braces and corner posts; and

3. To coordinate with Grantor the turning off of any and all electric fences; and
4. To construct, operate, maintain, inspect, replace, and remove all utility lines contemplated within the dedication of easement at a depth of no less than twenty (20) feet deep; and
5. Require that all contractors of Grantee employed to construct, operate, maintain, inspect, replace, and remove said public utilities be sufficiently insured and be liable for the payment of reasonable compensation to Grantor for fences, walls, structures, or cattle that may not be replaceable or are lost, harmed, damaged or destroyed during construction.

This Temporary Construction Easement with its rights and privileges is limited to the time required to complete the construction, inspection, and putting into operation of the public utilities contemplated by said Dedication of Easement.

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 Temporary Construction 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 whom so ever lawfully claiming or to claim the

same or any part thereof.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTOR:

\_\_\_\_\_  
(Signature and Written Name)

ADDRESS OF GRANTEE:

The City of Tomball  
West Market Street  
Tomball, Texas 77375

Attachments: Exhibit "A" – \_\_\_' Utility Easement, Metes and Bounds

**ACKNOWLEDGMENT**

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 she executed the same for the purposes and consideration therein expressed,

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public in and For the State of Texas

\_\_\_\_\_  
My Commission Expires:

(SEAL)