

January 22, 2025

City Council City of Montgomery 101 Old Plantersville Rd. Montgomery, Texas 77316

Re: Variable Width Access Easement Water Plant No. 2 City of Montgomery

Dear Mayor and Council:

As you are aware, we are progressing with the construction of the Water Plant No. 2 Improvements utilizing entrances to the plant along Worsham St. and Houston St. The City has an existing 20' access easement to access the plant from the Worsham St. entrance, through Rebecca and Gary Huss's property. Due to differences in the location of access drive compared to the easement location, the City has requested the additional easement from the Huss' to ensure the access drive is within the easement.

Rebecca and Gary Huss have reviewed the access easement and have offered no objections as it is written. We recommend the City execute the access easement.

If you have any questions or comments, please contact me.

Sincerely,

Therine Vu

Katherine Vu, PE, CFM City Engineer

KMV/zlgt

 Z:\00574 (City of Montgomery)_900 General Consultation\Correspondence\Letters\2025\2025.01.21 MEMO To Council WP
 No. 2 Access Easement.docx
 Enclosures: Easement
 Cc (via email): Mr. Anthony Solomon – City of Montgomery, Interim City Administrator, and Police Chief
 Ms. Ruby Beaven – City of Montgomery, City Secretary
 Ms. Corinne Tilley – City of Montgomery, Planning & Development Administrator & Code Enforcement Officer

ACCESS EASEMENT (WINDROSE SURVEYING & LAND SERVICES, LLC – 0.0082 of an Acre)

§

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

KNOW ALL MEN BY THESE PRESENTS:

That **REBECCA HUSS and GARY JOSEPH HUSS**, ("**Grantors**") whose address is 602 Worsham Street, Montgomery, Texas 77316, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) **CITY OF MONTGOMERY, TEXAS**, a body politic and corporate and governmental agency of the State of Texas ("**Grantee**"), whose address is c/o Johnson Petrov LLP, 2929 Allen Parkway, Suite 3150, Houston, Texas 77019, cash to Grantors in hand paid by, the receipt and sufficiency of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED and by these presents does hereby GRANT, SELL AND CONVEY (as to each party's undivided interest in and to any of the property described herein) unto said Grantee, and its successors and assigns, an unobstructed, exclusive, permanent and perpetual easement and right-of-way (the "**Easement**") in, upon, over, along, under, across and through that certain tract of land consisting of 0.0082 of an acre, more or less, and being more particularly described and depicted on <u>Exhibit "A"</u> attached hereto and made a part hereof for all purposes (the "**Easement Tract**") for the purposes of pedestrian, vehicular and equipment ingress and egress and access for all purposes to and from Water Plant No. 2 (the "**Facilities**") owned and/or operated by Grantee and located adjacent to or near the Easement Tract.

Grantee may enter upon the Easement and the Easement Tract to access the Facilities for all purposes, and to engage in all activities as may be necessary, requisite, convenient or appropriate in connection therewith, including without limitation the construction, installation, maintenance, repair and replacement of a roadway in, upon, over, along, under, across and through the Easement Tract. Grantee's rights shall include, without limitation, the right to clear and remove trees, growth, shrubbery, and other improvements from within the Easement Tract and the right to bring and operate such equipment thereupon as may be necessary or appropriate to effectuate the purposes for which the Easement is granted. Grantee shall replace any trees, growth, shrubbery, other vegetation or other improvements removed from the Easement Tract.

Grantors expressly waive the right to the use and enjoyment of the surface of the Easement Tract for any and all purposes, which will prevent the use of the Easement, and the Easement Tract as herein provided. Grantors reserve all oil, gas, and other minerals in, on, or under the Easement Tract which Grantors may own, but waives all rights of Grantors, and its successors and assigns of ingress and egress for the purpose of exploring, developing, mining, or drilling for the same; provided, however, that nothing in these grants shall prohibit or in any manner restrict the right of Grantors to develop the Easement Tract for oil, gas, and other minerals by directional drilling from a nearby site.

This conveyance is further made and accepted subject to any and all restrictions, reservations, covenants, easements, rights-of-way, encumbrances and mineral or royalty reservations or interests and other matters affecting the Easement Tract and appearing of record

in the Real Property Records of Montgomery County, Texas, to the extent that said items and matters are in effect and validly enforceable against the Easement Tract; provided, however, Grantors, to the extent that it has the ability to enforce any of said items or matters, agrees that it will not enforce said items and matters in a manner which would unreasonably prejudice or interfere with the rights granted to Grantee herein.

TO HAVE AND TO HOLD, subject to the matters set forth herein, the above-described Easement for the said purposes, together with all and singular, the rights, privileges, and appurtenances thereto as described above in anywise belonging, including all necessary rights to ingress, egress and regress, unto Grantee, its successors and assigns forever. Grantors (to the extent of each party's undivided interest in and to any of the Property) does hereby bind itself, its legal representatives and assigns, to WARRANT AND FOREVER DEFEND all and singular the Easement unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantors, but not otherwise.

EXECUTION PAGES FOLLOW

IN WITNESS WHEREOF, this instrument is executed the ____day of _____, 2025.

By: _____

Name: **REBECCA HUSS**

THE STATE OF TEXAS §
COUNTY OF _____ §

Before me on this day, personally appeared **REBECCA HUSS**, proved to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me, and that she executed the instrument for the purposes and consideration expressed therein, by proper authority, and in the capacity stated in the instrument.

Given under my hand and seal of office this _____ day of _____, 2025.

Notary Public in and for the State of Texas

IN WITNESS WHEREOF, this instrument is executed the ____day of _____, 2025.

By: _____

Name: GARY JOSEPH HUSS

THE STATE OF TEXAS §
COUNTY OF _____ §

Before me on this day, personally appeared **GARY JOSEPH HUSS**, proved to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me, and that he executed the instrument for the purposes and consideration expressed therein, by proper authority, and in the capacity stated in the instrument.

Given under my hand and seal of office this _____ day of _____, 2025.

Notary Public in and for the State of Texas

ACKNOWLEDGED AND ACCEPTED, as of the _____ day of _____, 2025.

CITY OF MONTGOMERY, TEXAS, a

political subdivision of the State of Texas

By: _____ Name: Sara Countryman Title: Mayor

(SEAL)

THE STATE OF TEXAS \$
S
COUNTY OF MONTGOMERY \$

Before me on this day, personally appeared **SARA COUNTRYMAN**, who proved to me to be the person and the Mayor of the City of Montgomery, Texas, whose name is subscribed to the foregoing instrument and acknowledged to me that the instrument was the act of **CITY OF MONTGOMERY, TEXAS**, a political subdivision of the State of Texas, and that he executed the instrument as the act of said city for the purposes and consideration expressed therein, by proper authority, and in the capacity stated in the instrument.

Given under my hand and seal of office this _____ day of _____, 2025.

Notary Public in and for the State of Texas

After recording return to: CITY OF MONTGOMERY, TEXAS c/o Johnson Petrov, LLP 2929 Allen Parkway, Suite 3150 Houston, Texas 77019 Attention: Mirna Croon 713-489-8977

EXHIBIT "A"

