
[Insert Date Here]

Honorable County Judge
and Commissioners' Court
c/o Arthur L. Storey, Jr.
1001 Preston Avenue, 7th Floor
Houston, TX 77002

Re: _____
[Insert Name of Plat or Plans Here]

Gentlemen:

In consideration of Harris county's approval and acceptance of the above referenced item, _____, hereinafter

[Insert Name of Owner/Developer Here]
referred to as Owner/Developer, hereby agrees that the plat / plans for the above referenced item will be recorded / approved contingent upon the following conditions:

1. That Owner/Developer will indemnify and hold harmless Harris County and any other public entity against any damage liabilities or claims as a result of the Owner/Developer's use of the surface of the area within the public storm sewer easement shown on the above referenced item;
2. That Owner/Developer's use of the easement is restricted to surface parking and access drives only, and excludes the use for planting, fencing and overhead structures;
3. That access to the easement will be provided to Harris County at all times for maintenance of the public storm sewer;
4. That Owner/Developer will be responsible for repair or replacement of paving surfaces in the event of damages caused by Harris County's maintenance operations;
5. That in the event maintenance operations are necessary, the Owner/Developer shall be billed by Harris County by certified mail for costs incurred in the removal and disposal of the paving surfaces as well as any contingency costs, including but not limited to any necessary legal fees, and Owner/Developer shall pay said amount to Harris County within thirty (30) days from the date of said invoice;
6. That a lien is hereby created in favor of Harris County on the Owner/Developer's fee title to the real property underlying said easement to secure the payment of the Owner/Developer's obligations hereunder;

7. That if payment in full is not received within thirty (30) days from the date of Harris County's invoice, the County Attorney will be authorized to initiate appropriate action to recover said amount and foreclose the lien against said Owner/Developer's fee title to the said property underlying said easement; and
8. That Owner/Developer does hereby covenant, agree and bind itself, its heirs, executors, administrators, successors and assigns to Harris County, its successors and assigns, to comply with and be bound by all the terms and conditions of this agreement.

OWNER/DEVELOPER

[Insert Name of Owner/Developer here]

By: _____

Printed
Name: _____

Title: _____

Address: _____

Telephone: _____

Notary Formats:

1. Select the correct acknowledgement and insert the names, titles and other information as appropriate.
2. Delete the acknowledgements you do not use
3. Delete this note

[For a natural person acting in his or her own right, below]

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20____, by _____
(name or names of person(s) signing).

NOTARY PUBLIC in and for
the State of _____

[For a partnership acting by one or more partners, below]

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20____, by _____
(name of partner or partners signing) on behalf of _____
(name of partnership).

NOTARY PUBLIC in and for
the State of _____

[For a corporation, below]

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20____, by _____ (name of officer), of _____ (name of corporation), a _____ (state in which incorporated) corporation, on behalf of said corporation.

NOTARY PUBLIC in and for
the State of _____

[For a natural person as principal acting as attorney-in-fact, below]

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20____, by _____ (name of attorney-in-fact) as attorney-in-fact on behalf of _____ (name of the principal for whom the document is signed).

NOTARY PUBLIC in and for
the State of _____

[For a public officer, trustee, executor, administrator, guardian, or other representative, below]

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20____, by _____ (name of representative signing) as _____ (title of representative) of _____ (name of the entity or person(s) represented).

NOTARY PUBLIC in and for
the State of _____