

PUBLIC SIDEWALK EASEMENT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

That _____ [name], _____ [street address], _____ County, Texas, called "Grantors", whether one or more, for and in consideration of the sum of Ten dollars (\$10.00) and other good and valuable consideration, to Grantors in hand paid by the City of Cedar Park, Texas, the receipt and sufficiency of which is acknowledged, do hereby GRANT AND CONVEY to the City of Cedar Park, a municipal corporation situated in Williamson County, Texas, and whose address is 450 Cypress Creek Road, Building 1, Cedar Park, Texas, 78613, called "Grantee", its successors and assigns, a Sidewalk Easement ("Easement") for the construction, operation, maintenance, replacement, upgrade and repair of a public sidewalk in, and pedestrian use upon and across the following described land, to-wit:

All that certain tract, piece or parcel of land, lying and being situated in Williamson County, Texas, described in **EXHIBIT "A"** attached hereto and made a part hereof for all purposes.

Grantee shall have the right to maintain the Easement, however Grantor shall have the obligation to maintain the Easement in accordance with the City of Cedar Park Code of Ordinances and all applicable law.

TO HAVE AND TO HOLD the same perpetually to the City of Cedar Park, its successors and assigns, together with the privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing, operating, maintaining, replacing, upgrading and repairing of a sidewalk therewith. This easement is limited to the space from six inches below ground level vertically upward to a height of fourteen feet. Grantors reserve the right to enter upon and traverse across the easement in any manner that does not interfere with the purpose of the Easement as described herein. In the event any improvement that interferes with the purpose of the Easement, such as a fence, is installed by Grantor in the Easement, Grantee reserves the right to remove such improvement at any time and at no cost to Grantee, and such improvement shall not be reinstalled by Grantor.

Grantor does hereby covenant and agree to **WARRANT AND FOREVER DEFEND** title to the Easement herein granted, unto the City of Cedar Park, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject to the matters set forth herein.

IN WITNESS THEREOF, Grantors have caused this instrument to be executed on this ____ day of _____, 20____.

By: _____

Name: _____

Title: _____

CITY OF CEDAR PARK, TEXAS

After recording, please return to:
Engineering and Capital Projects Department
450 Cypress Creek Road, Bldg. 1
Cedar Park, Texas 78613
ATTN: Tom Gdala

This instrument was sworn to, subscribed and acknowledged before me on this the ____ day of _____, 202__ by _____.

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