

GUIDELINES IN COMPLETING FORM 584

THIS DOCUMENT IS NOT LEGAL ADVICE, NOR IS IT TO BE INTERPRETED OR CONSTRUED AS LEGAL ADVICE IN ANY MANNER OR FORM.

This information is provided as a courtesy to assist with completing and returning the City of Houston Form 584. Form 584 will be officially recorded with the County Clerk's Office.

The legal description must be attached to the form as Exhibit "A". See the Example on Page 3 with numbered references for the following items 1 through 6.

If Form 584 is not completed properly it will not be approved by City Legal.

- ① Type or print the exact name of the owner of record of the property, whether individual, business or organization. Cannot be a lessee. **A copy of Grantor's deed showing Grantor is the legal recorded owner of the property must be submitted for approval by the City' Legal Department.**
- ② Enter the number of pages of Exhibit "A" (the legal description) consists of.
- ③ Leave the space for Parcel No., Job No. and ILMS No. blank; these will be filled in by the City.
- ④ Enter the date signed by the authorizing person.
- ⑤ The signature:
 - For individual property owners, sign on the line under the word "Grantor(s)" and print grantor's name under signature;
 - If property is owned by a married couple or multiple individuals, each person must sign and print their name on a line under the word "Grantor(s)";
 - For business organizations:
 - i. The exact legal name of the business must be listed, followed by the exact management authority of the business, if applicable, showing each layer of authority as it is on record with the TX Secretary of State.
 - ii. The person signing must have verifiable signatory authority by either 1) being listed as President, Vice-president, partner, or general partner (as appropriate) with the Texas Secretary of State; or 2) attaching a corporate resolution in the case of a corporation or an affidavit of the partners in the case of a partnership, wherein the signatory is given the authority to sign on behalf of the business entity.
 - iii. Without being listed in the records of the office of the Texas Secretary of State or a corporate resolution the form will be rejected.

(See examples of business entity signature blocks on the Page 4)

⑥ **A Form 584 will not be considered valid unless it is countersigned by the City.**

Form 584 must be notarized in the appropriate format on its reverse side. The notary must be dated the same date as listed on the front page.

**** There can be no strike-outs or corrections anywhere in the form or the acknowledgment because it will not be accepted for recording with such and additionally, the validity of the document can be called into question.**

SAMPLE FORM

THE STATE OF TEXAS §
COUNTY OF HARRIS §

GRANTOR(S): _____^①
(Exact legal name of person or entity that is the recorded property owner)

GRANTEE: **The City of Houston**, a Municipal Corporation situated in Harris,
Fort Bend and Montgomery Counties, Texas

GRANTEE'S MAILING ADDRESS: P.O. Box 1562, Houston, TX 77251

PROPERTY: The tract or parcel of land described in **EXHIBIT "A"**, consisting of ② pages,
attached hereto and made a part hereof, (the "Easement") and noted as
Parcel No. ③ ; Job No. ③ ; and ILMS No. ③
(above tracking numbers assigned as needed by City of Houston)

Grantor(s) being the owner(s) in fee simple of the hereinafter described property located in Houston, Harris County, Texas, in consideration of the sum of One Dollar (\$1.00) to Grantor(s) in hand paid by Grantee, the receipt of which is hereby acknowledged, does grant, sell and convey unto Grantee, its successors and assigns, an easement for **Water Meter** purposes, said Easement being in, upon, under, over, across and along the Property.

Grantor(s) does hereby agree, bind, and obligate Grantor(s) and Grantors' heirs, successors, and assigns, that no fences, buildings or other improvements shall be placed in, on or along said Easement, and further, that Grantee shall be and is hereby released from any and all liability from any damages occasioned by and in the reasonable exercise of its rights granted.

TO HAVE AND TO HOLD the Property and easement for said purposes, together with all the rights and appurtenances thereto in anywise belonging to Grantee, its successors and assigns forever. However, if said easement or any part thereof is ever discontinued for said purposes, the title thereto (or to the part so discontinued) shall revert to the then owners of said property. The right and privilege being reserved to Grantee, its successors, assigns or agents, to go upon said Property at any time for the purpose of removing, repairing, or replacing any City improvements installed thereon or thereunder.

THIS EASEMENT IS NOT VALID UNLESS COUNTERSIGNED BY THE CITY OF HOUSTON.

EXECUTED this _____ day of _____^④, 200_____.

GRANTOR(S):

_____^⑤

Approved as to form:

_____^⑥
Assistant City Attorney

**Examples of corporate or other business entity signature blocks
Names are strictly fictitious**

Example #1 Property owner is a partnership with a corporation as its general partner. The person signing must be a president or vice-president of the corporation.

Concord, Ltd.,
a Texas limited partnership

By: VXS Manufacturing Systems, Inc.
a Texas corporation, its general partner

(Signature of President or Vice-president)

(Printed Name of person signing)

(Printed Title of person signing)

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Example #3 Property owner is a partnership with a limited liability company (LLC) as its general partner. The person signing must be a managing member or managing manager of the LLC. LLC's may call their officers managers or members as they so choose and file with the Secretary of State.

XYZ Mall, Ltd.,
a Texas limited partnership

By: NCB Realty Management, LLC,
a Texas limited liability company, its general partner

(Signature of limited liability company's managing member or manager)

(Printed Name)

(Printed Title)

Example #2 Property owner is a partnership with an individual as its general partner.

Dillies Texas Operating L.P.,
a Texas limited partnership

By: _____
(Signature of John Smith)

(Printed Name of John Smith)

(Printed Title)

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Example #4 Property owner is a partnership with multiple layers of management. Property owner is a partnership with a limited liability company as its general partner (Handheld, G.P., LLC). Handheld's managing member is TDC Development Corporation. The president or vice-president of TDC Development Corporation must be the individual to sign the form.

The Towers on Post Oak, L.P.,
a Texas limited partnership

By: Handheld, G.P., L.L.C.,
a Texas limited liability company, its general partner

By: TDC Development Corp.,
a Delaware corporation, its managing member

By: _____
(Signature)

(Printed Name)

(Printed Title)

EASEMENT

THE STATE OF TEXAS §
COUNTY OF HARRIS §

GRANTOR(S): _____
(Exact legal name of person or entity that is the recorded property owner)

GRANTEE: **The City of Houston**, a Municipal Corporation situated in Harris,
Fort Bend and Montgomery Counties, Texas

GRANTEE'S MAILING ADDRESS: P.O. Box 1562, Houston, TX 77251

PROPERTY: The tract or parcel of land described in **EXHIBIT "A"**, consisting of ____
pages, attached hereto and made a part hereof, (the "Easement")
and noted as Parcel No. _____; Job No. _____; and ILMS No. _____
(above tracking numbers assigned as needed by City of Houston)

Grantor(s) being the owner(s) in fee simple of the hereinafter described property located in Houston, Harris County, Texas, in consideration of the sum of One Dollar (\$1.00) to Grantor(s) in hand paid by Grantee, the receipt of which is hereby acknowledged, does grant, sell and convey unto Grantee, its successors and assigns, an easement for **Water Meter** purposes, said easement being in, upon, under, over, across and along the Property.

Grantor(s) does hereby agree, bind, and obligate Grantor(s) and Grantors' heirs, successors, and assigns, that no fences, buildings or other improvements shall be placed in, on or along said easement, and further, that Grantee shall be and is hereby released from any and all liability from any damages occasioned by and in the reasonable exercise of its rights granted.

TO HAVE AND TO HOLD the Property and easement for said purposes, together with all the rights and appurtenances thereto in anywise belonging to Grantee, its successors and assigns forever. However, if said easement or any part thereof is ever discontinued for said purposes, the title thereto (or to the part so discontinued) shall revert to the then owners of said property. The right and privilege being reserved to Grantee, its successors, assigns or agents, to go upon said Property at any time for the purpose of removing, repairing, or replacing any City improvements installed thereon or thereunder.

THIS EASEMENT IS NOT VALID UNLESS COUNTERSIGNED BY THE CITY OF HOUSTON.

EXECUTED this _____ day of _____, 200____.

GRANTOR(S):

Approved as to form:

Assistant City Attorney

THE STATE OF TEXAS §
COUNTY OF HARRIS §

(Individual)

This instrument was acknowledged before me on this _____ day of _____, 200____, by

_____.

(Seal)

Notary Public in and for the State of Texas

THE STATE OF TEXAS §
COUNTY OF HARRIS §

(Partnership acknowledged by partner or general partner)

This instrument was acknowledged before me on the _____ day of _____, 200____, by

_____, as _____ on behalf of
(Name of acknowledging partner) (Partner or General Partner)

_____, a _____.
(Name of Partnership that is Grantor) (Partnership or Texas Limited Partnership)

(Seal)

Notary Public in and for the State of Texas

THE STATE OF TEXAS §
COUNTY OF HARRIS §

(Partnership acknowledged by another business entity)

This instrument was acknowledged before me on the _____ day of _____, 200____, by

_____, as _____, of
(Name of acknowledging partner or officer) (Title -Partner, General Partner, Pres, VP)

_____, a _____, on behalf of
(Name of business entity that is the general partner) (Type of entity, ie., partnership, corporation, LLC or other)

said business entity and executed this instrument as partner on behalf of _____.
(Name of partnership that is Grantor)

(Seal)

Notary Public in and for the State of Texas

THE STATE OF TEXAS §
COUNTY OF HARRIS §

(Acknowledgment for Corporation)

This instrument was acknowledged before me on the _____ day of _____, 200____,

by _____, _____ of
(Name of acknowledging officer - Pres. or VP, or other if named by corporate resolution) (Title of Officer)

_____, a _____ corporation, on behalf of said corporation.
(Name of Corporation) (State of Incorporation)

(Seal)

Notary Public in and for the State of Texas



EASEMENT APPROVAL - SURVEY CHECK LIST

1. ALL SURVEYS SHOULD BE NO OLDER THAN SIX MONTHS.
2. Surveys have to be spatially referenced (earth referenced) in the National Spatial Reference System (currently NAD 83, State Plane Coordinates), please include state plane coordinates in the Metes and Bounds descriptions and on the Mylar drawing/s per City Ordinance 2003-1292, Article IV, Chapter 33, City Surveys of the City of Houston Code of Ordinances. Show grid coordinates at a minimum on POC and POB; also show scale factor.
3. If the parcel is located within the 1869 W. E. Woods map the City of Houston Centerline Reference Rods must be used showing rods referenced with offset ties to the reference lines shown on the exhibit and called in the metes and bounds. If the survey falls within the Downtown Centerline Reference Rod System Revitalization maps (City DWG. #46402) these must be used.
4. Each parcel will have metes and bounds descriptions on a separate sheet/s of paper other than the Mylar drawing. Determine how many parcels you need and contact the City of Houston project manager to request a block of parcel numbers corresponding to the type of easements needed (i.e. street, sanitary, sewer, water, etc.) and include them on the field notes and Mylar drawings according to project parcel order prior to survey submittal. Please ensure that all parcel numbers coincide on both the Mylar drawing and meets and bounds description.
5. The Mylar drawing and metes and bounds must be signed, dated and ink stamped.
6. Each Mylar drawing will include a City of Houston signature block. The block can be found at the City of Houston website (You must have Autocad or some other form of drawing application to read/open the file). Title block must be 4.5" X 4.5" to fit City drawing number stamp in lower right side of the Mylar map/s.
 - The template is located at the following link: *Title 11X17.DXF* (JAN. 19, 2012)
 - <http://documents.publicworks.houstontx.gov/document-center>
 - Follow the Categories below:
 - Engineering and Construction
 - Drawings
 - Cadd Templates
 - Land Survey
7. Include the Key Map page # and block letter in the title block.
8. Include the Facet/GIMS number in the title block.

9. The smallest acceptable Mylar drawing size is 11"x17".
10. Each Mylar drawing must depict the entire parent tract in relation to the subject parcel and all visible improvements within parcel area (i.e. trees, signs, fences etc.) and any visible improvements outside of our proposed acquisition area which may be affected by the taking (i.e. buildings, fences, parking areas, etc.). Additionally, building set back lines must be reflected on the mylar drawings.
11. Each easement that affects the parcel area must be listed along with Harris County Clerk File Numbers for all abutting property owner(s) and all easements listed on the Mylar drawing.
12. ALL CALLS AND COORDINATES ON THE METES AND BOUNDS AND MYLAR DRAWINGS MUST MATCH AND MATHEMATICALLY CLOSE.
13. The Point of Beginning (POB) must be reflected in the metes and bounds and on the Mylar drawing. A Point of Commencing is recommended where necessary.
14. Enlarged details of all encroachments must be reflected and encroachments into the City right-of-way must reflect the right-of-way, right-of-way widths and the street/avenue/road name. (Ensure proposed and existing rights-of-way are reflected on the Mylar drawing.)
15. If the project requires TxDOT, Harris County, Metro, CenterPoint approval, the City expects as a deliverable, a final corresponding agency approved, signed and sealed Mylar drawing and a signed and sealed metes and bounds.
16. All metes and bounds and Mylar drawings prepared for a CenterPoint pipeline to be centerline descriptions and drawings (samples are available upon request). Please note that CenterPoint does not permit anyone to run along pipeline/underground easement area but can cross it (approval is necessary see #17).
17. All plan approvals from public and/or private utilities must be obtained prior to submission, if possible.
18. Maps and metes and bounds shall meet Texas Board of Professional Land Surveying requirements.
19. All maps and metes and bounds must conform to the rules and regulations of a Category 1 Land Title Survey per the current Manual of Practice, promulgated by the Texas Society of Professional Surveyors if this standard is called.
20. If you have any further questions concerning Mylar drawings or metes and bounds description issues, please contact George Rodriguez at (832) 395-2380, george.rodriguez2@houstontx.gov or Rodney Sanders at (832) 395-2382, rodney.sanders@houstontx.gov.

