**NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver’s license number.**

**EXCLUSIVE EASEMENT GRANTING PERMANENT PUBLIC ACCESS TO RECREATION FACILITIES**

 **(PRIVATE PARK)**

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_

**Grantor:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Grantor’s Address:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_ County, \_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_

**City: City of Austin, Texas**, a Texas home-rule municipal corporation situated in the counties of Hays, Travis, and Williamson

**City’s Address:** P.O. Box 1088

 Austin, Travis County, Texas 78767-1088

**Easement Tract:** All that parcel of land situated in \_\_\_\_\_\_\_\_\_\_ County, Texas, described in the attached **Exhibit A**

**Easement Duration:** Perpetual

**Easement Purpose:** To access, operate, use, maintain, repair, monitor, inspect, replace, make connections with, and remove the Facilities and to ensure continuous public access to private parkland

**Recreation Facilities:** Recreational amenities, walkways, multi-use trails, and promenade structures with all associated steps, stairs, ramps, tunnels, walls, and other appurtenances which provide public connectivity that are reasonable or necessary for recreation purposes

**Permitted Encumbrances:** Any easements, liens, encumbrances, and other matters not subordinated to the Easement Tract and of record in the Real Property Records of the Texas county in which the Easement Tract is located that are valid, existing, and affect the Easement Tract as of the Date

**Non-Permitted Activity:** Installation, construction, operation, use, maintenance, repair, modification, upgrade, and replacement of any structure, building, retaining wall, fence, detention or water quality control, rainwater harvesting system, or other similar improvement in the Easement Tract unless it directly serves a Recreation Facility

Grantor, for **Ten and no/100 Dollars ($10.00)** and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which is acknowledged by Grantor, **grants, sells, and conveys** to the City an exclusive easement in, over, under, on, and across the Easement Tract for the Easement Purpose as may be necessary or desirable subject to the Permitted Encumbrances, together with (i) the right of ingress and egress at all times over, on, and across the Easement Tract for use of the Easement Tract for the Easement Purpose, (ii) the right to eliminate any encroachments in the Easement Tract that interfere in any material way or are inconsistent with the rights granted the City under this instrument for the Easement Purpose as determined by the City in its reasonable discretion, and (iii) any and all rights and appurtenances pertaining to use of the Easement Tract (collectively, the "**Easement**").

**to have and to hold** the Easement to the City and City’s successors and assigns for the Easement Duration and Easement Purpose; provided, however, Grantor reserves the right to enter upon and use any portion of the Easement Tract, but in no event shall Grantor enter upon or use any portion of the Easement Tract for any Non-Permitted Activity or in any other manner that interferes in any material way or is inconsistent with the rights granted the City under this Easement for the Easement Purpose as determined by City in its reasonable discretion. **Grantor (i) shall be obligated to maintain to a good and functioning condition the Easement Tract, (ii) is liable to the City for such maintenance obligations, and (iii) in the event Grantor does not perform the required maintenance obligations, agrees to indemnify the City for all City costs necessary to maintain the Easement Tract**. Grantor may enter into an agreement with a third party regarding the maintenance obligations, but in no such event shall the agreement with the third party release Grantor from its obligations to City under this Easement.

Grantor binds Grantor and Grantor’s heirs, successors, and assigns to **warrant and forever defend** the title to the Easement, subject to the Permitted Encumbrances, to the City against every person whomsoever lawfully claiming or to claim the Easement Tract or any part of the Easement Tract when the claim is by, through, or under Grantor, but not otherwise.

Except where the context otherwise requires, *Grantor* includes *Grantor's heirs, successors, and assigns* and *City* includes *City's employees, agents, consultants, contractors, successors, and assigns*; and where the context requires, singular nouns and pronouns include the plural*.*

Executed effective the Date first above stated.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,**

a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**State of** **\_\_\_\_\_\_\_\_\_\_\_\_      §**

 **§**

**County of** **\_\_\_\_\_\_\_\_\_\_      §**

Before me, the undersigned notary, on this day personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person’s official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 [Seal]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public, State of \_\_\_\_\_\_\_\_\_\_\_

**Approved as to Form: Reviewed:**

City of Austin, Texas City of Austin, Texas

Law Department Development Services Department

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: Assistant City Attorney Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

After attaching the required exhibits to this instrument,

the following appropriate documents also need to be attached:

A. Determine whether the instrument is executed by an individual or a legal entity

Affidavit of No Liens (entity)

Affidavit of No Liens (individual)

B. Determine whether there is a lien holder by providing an Ownership and Lien search certificate from a Title Company that shows:

1. All owners of record

2. All lienholders of record, which hold current liens OR a statement that there are no liens

3. A property legal description

Lien Holder Consent

C. Determine whether there is a tenant on the property:

Consent by Tenant

D. Provide the following recording page:

Recording Page

E. Signature/corporate authority