

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.

**EASEMENT GRANTING PERMANENT PUBLIC ACCESS TO
RECREATION FACILITIES
(PRIVATE PARK) FOR MULTI-FAMILY**

Date: _____, 20____

Grantor: _____, _____

Grantor's Address: _____
_____, _____ County, _____

Grantee: CITY OF AUSTIN, TEXAS, a Texas home-rule municipal corporation situated in the counties of Hays, Travis, and Williamson

Grantee'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, together with all other appurtenances which provide public connectivity that are reasonable or necessary for recreation purposes

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- Maintenance Obligations:** Continuous maintenance of the Recreation Facilities to a good, functioning, and safe condition in compliance with all applicable laws and in accordance with the requirements of the Grantee as determined by the Grantee in its sole discretion
- Permitted Encumbrances:** Any easements, liens, encumbrances, and other matters of record in the Real Property Records of the Texas county in which the Easement Tract is located as of the Date that are valid, existing, and affect the Easement Tract
- Non-Permitted Activity:** Installation, construction, operation, use, maintenance, repair, modification, upgrade, relocation, or 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 Grantee an easement in, over, under, on, and across the Easement Tract as may be necessary or desirable, 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 or obstructions in the Easement Tract that interfere in any material way or are inconsistent with the rights granted Grantee under this instrument for the Easement Purpose as determined by Grantee in its sole 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 Grantee and Grantee's successors and assigns for the Easement Duration; 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 to Grantee under this Easement as determined by Grantee in its sole discretion. **Grantor is obligated to perform the Maintenance Obligations, is jointly and severally liable to Grantee for the Maintenance Obligations, and in the even Grantor does not perform the Maintenance Obligations, agrees: (i) that Grantee at its option may perform the Maintenance Obligations, (ii) to indemnify Grantee for all Grantee's costs necessary to perform the Maintenance Obligations, and (iii) that Grantee has a judicially enforceable lien on the Property to secure the payment of all Grantee costs necessary to perform the Maintenance Obligations.** 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 Grantee under this Easement, which shall be a covenant running with the land.

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 Grantee against every person whomsoever lawfully claiming or to claim the Easement Tract or any part of the Easement Tract. Grantor covenants that Grantor and Grantor's heirs, successors, and assigns shall not convey any other easement, license, or right to use the Easement Tract (or any portion thereof) for any Non-Permitted Activity or for any use that may interfere in any material way or may be inconsistent with the rights granted to Grantee under this Easement, as determined by the Grantee in its sole discretion.

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

(Remainder of page intentionally left blank)

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:

CITY OF AUSTIN, TEXAS
AUSTIN CITY ATTORNEY'S OFFICE

REVIEWED:

CITY OF AUSTIN, TEXAS
AUSTIN PARKS AND RECREATION

By: _____
Name: _____
Title: Assistant City Attorney

By: _____
Name: _____
Title: _____

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**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 is current within 30 days, 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 that is current within a year

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