

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.

TEMPORARY DRAINAGE EASEMENT

Date: _____, 20____

Grantor: _____, _____

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

Grantee: _____, a _____

Grantee's Address: _____
_____, _____ County, _____

Easement Tract: A non-exclusive approximately ____-acre temporary drainage easement ("Easement") in, upon, across, over, along, and through the parcel of real property of Grantor which is more particularly described on **Exhibit A**, attached hereto and incorporated herein by reference ("Easement Tract").

Easement Duration: Temporary - ____ years from the recordation date or the recording of the _____

Easement Purpose: To access, install, construct, operate, use, maintain, repair, modify, upgrade, monitor, inspect, replace, make connections with, remove, and decommission the Facilities

Facilities: Drainage channels, drainage conveyance structures, and detention and water quality controls, together with all associated roads, gates, bridges, culverts, erosion control structures, and other appurtenances

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- 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 above
- Non-Permitted Activity:** Installation, construction, operation, use, maintenance, repair, modification, upgrade, and replacement of any structure, building, retaining wall, or other similar improvement in the Easement Tract
- Repairable Improvements:** Asphalt or concrete walkways, driveways, and parking areas at grade level that do not interfere in any material way or are not inconsistent with the rights granted to the Grantee under this Easement for the Easement Purpose as determined by the Grantee in its reasonable discretion

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 a non-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 Grantee under this instrument for the Easement Purpose as determined by the Grantee in its reasonable discretion, and (iii) any and all rights and appurtenances pertaining to the use of the Easement Tract (collectively, the "**Easement**").

TO HAVE AND TO HOLD the Easement to the Grantee and Grantee'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 to the Grantee under this Easement for the Easement Purpose as determined by Grantee in its reasonable discretion. Grantee shall be obligated to restore or replace to a good and functioning condition as determined by the Grantee in its reasonable discretion only the Repairable Improvements which have been removed, relocated, altered, damaged, or destroyed as a result of Grantee's use of the Easement Tract.

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

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In witness whereof, this instrument is executed this _____ day of _____, 202_____

_____ ,
A _____

By: _____
Name: _____
Title: _____

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me, the undersigned authority, this _____ day of _____, 20____, by _____ Texas on behalf of _____.

[Seal]

Notary Public, State of _____

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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