

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.

JOINT USE ACCESS EASEMENT

Date: _____, 20__

Owner 1: _____, a _____

**Owner 1's
Mailing Address:** _____
_____, _____ County, _____

Owner 2: _____

**Owner 2's
Mailing Address:** _____
_____, _____ County, _____

Property: All of the following tracts

Tract One: *(Insert legal description)*

Tract Two: *(Insert legal description)*

Each Owner declares that the Property must be held, sold, and conveyed subject to the following easements and restrictions to assure access to and from the Property for pedestrian and vehicular traffic.

DEFINITIONS

- 1.01 “Owner” or “Owners” means the record owner, whether one or more persons or entities, his, her or its heirs, successors and assigns, of any right, title, or interest in or to the Property or any part thereof.
- 1.02 “Tract” or “Tracts” means the real property, or a part of the real property, defined above as “Property.”
- 1.03 “Access Tract” means the ____ square feet of land located _____ (where) and described in metes and bounds and accompanying sketch attached and incorporated as **Exhibit A**.
- 1.04 “Improvements” means all driveway; curb and gutter, if any; drainage, if any; and all other access related improvements installed within the Access Tract.

RESERVATION OF EASEMENTS

- 2.01 The Access Tract is reserved for the nonexclusive right for vehicular and pedestrian ingress and egress for all of the Owners of Tracts _____ and _____, and their respective heirs, successors, assigns, tenants, employees, and invitees:
- (1) to and from the adjacent right-of-way (name street);
 - (2) across common boundaries across, between, and among the Tracts.

EACH OWNER MAINTAINS

2.02

Each Owner must maintain its Tract, and that portion of the Access Tract located on its Tract if any, and all Improvements, to allow continuous free vehicular and pedestrian ingress and egress as set out in Section 2.01.

Choose just one of these paragraphs

EACH OWNER PAYS

Each Owner must pay ____ (%) of all costs to repair and maintain the Improvements to _____ who shall be responsible for the maintenance of the Access Tract. If costs to repair any part of the Improvements exceed normal wear and tear costs, the Owner who caused the damage must pay all those repair costs. Each Owner agrees to mediate prior to initiating arbitration or litigation if each Owner does not agree on (1) the costs to repair or maintain any part of the Improvements (2) the repairs or maintenance that is needed for any part of the Improvements, or (3) the person who caused the extraordinary damage to any part of the Improvements. However, each Owner remains jointly and severally liable for the maintenance of the Access Tract.

**Second blank to be an entity or person

Each Owner will agree on a mutually acceptable mediator and will share the costs of mediation equally. Each right and obligation under this Section inure to each Owner and its respective heirs, successors, and assigns, including future owners of any part of the Property.

ENFORCEMENT

- 3.01 Any Owner or the City of Buda may enforce, by any proceeding at law or in equity, including specific performance, the easements and restrictions imposed by this Joint Use Access Easement. Failure to enforce any easement or restriction created in this Joint Use Access Easement does not waive the future right to do so.

MODIFICATION OR TERMINATION

- 4.01 This Joint Use Access Easement may be modified, amended, or terminated upon the filing of a written modification, amendment, or termination document in the real property records of the Texas county in which the Property is located, executed, acknowledged, and approved by (a) the Director of Public Works of the City of Buda, or successor department, (b) all of the Owners of the Property at the time of such modification, amendment, or termination, and (c) any mortgagees holding first lien security interests on any portion of the Property.

CONFORMITY WITH ALL APPLICABLE LAWS

- 5.01 Nothing in this Joint Use Access Easement will be construed as requiring or permitting any person or entity to perform any act or omission that violates any local, state or federal law, regulation or requirement in effect at the time the act or omission would occur. Provisions in this agreement which may require or permit such a violation will yield to the law, regulation, or requirement.

OBLIGATIONS TO RUN WITH THE LAND

- 6.01 The obligations of each Owner created in this Joint Use Access Easement run with the land defined as the Property.

SEVERABILITY

- 7.01 If any part, or the application of, this Joint Use Access Easement is for any reason held to be unconstitutional, invalid, or unenforceable, the validity of the remaining portions of this Joint Use Access Easement are not affected thereby. All provisions of this Joint Use Access Easement are severable to maintain in full force and effect the remaining provisions of this Joint Use Access Easement.

NON-MERGER

- 8.01 This Joint Use Access Easement shall not be subject to the doctrine of merger, even though the underlying fee ownership of the Property, or any parts thereof, is vested in one party or entity.

(Remainder of page intentionally left blank)

Executed by **Owner 1** on _____, 20__.

OWNER 1

_____,
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 _____

City Reviewer Initials

Executed by **Owner 2** on _____, 20__.

OWNER 2

_____,
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 _____

REVIEWED:

CITY OF BUDA, TEXAS
DEVELOPMENT SERVICES DEPARTMENT

By: _____
Name: _____
Title: _____

City Reviewer Initials

**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