

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.

EMERGENCY ACCESS EASEMENT

Date: _____, 20____

Grantor: _____, a _____

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

Grantee: _____, a _____

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

Benefitted Owner: _____, a _____

Benefitted Owner's Address: _____
_____, _____ County, _____

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Easement Property: _____ acres of land situated in the _____
_____ County, Texas, and
being a portion of _____
_____ County, Texas; and
being more particularly described in **Exhibit A** attached hereto
and made a part hereof for descriptive purposes.

Easement Purpose: For the ingress and egress to and from the Dominant Estate
Property, as described in **Exhibit B**, attached hereto and made

City Reviewer Initials

a part hereof for descriptive purposes (the “Dominant Property”) by emergency vehicles only.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

(i) All easements, rights of way, and prescriptive rights, whether of record or not; (ii) all presently recorded and valid instruments that affect the Easement Property, and (iii) all visible and apparent easements and other matters on or across the Easement Property.

Grantor, for consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee and Benefitted Owner an easement over, upon and across the Easement Property for the Easement Purpose and for the benefit of the Dominant Property, and any portions thereof, together with all and singular the rights and appurtenances thereto in any way belonging, to have and hold it to Grantee, Grantee’s successors, or assigns forever. Grantor binds Grantor and Grantor’s successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise, except as to the Reservation from and Exceptions to Conveyance and Warranty. The following terms and conditions shall apply to the easement:

1. Duration of Easement. The easement shall be perpetual.
2. Exclusiveness of Easement. The easement is nonexclusive, and Grantor reserves for Grantor and Grantor’s successors and assigns the right to continue to use and enjoy the Easement Property for all purposes which do not unreasonably interfere with or interrupt the use or enjoyment of the easement herein granted and conveyed to Grantee. Without limiting the foregoing, Grantor reserves the right, at its sole cost and expense, to place, construct, lay, maintain, protect, operate, repair, alter, change the size of, substitute, replace, move, and remove at anytime and from time to time along, on, over, through, across, above, below, or upon the Easement Property as many, pipelines, fences, electric light and power poles, gas lines, sewer lines, water lines, sanitary sewer lines, storm sewers, and passageways, as Grantor, its successors or assigns, as the owner of the Easement Property, may desire.
3. Maintenance of Road Facilities. In consideration of the granting of this easement, Benefitted Owner hereby agrees that it shall be responsible, at its sole cost and expense, for the maintenance, repair, replacement, and operation of all road facilities and related appurtenances installed on the Easement Property by Benefitted Owner and shall maintain the same in good condition. Furthermore, at all times after performing any work in connection with the Easement Property, Benefitted Owner shall, at Benefitted Owner’s expense, promptly restore the Easement Property and Grantor’s surrounding property as nearly as reasonably practicable to substantially the condition prior to the undertaking of such work. If Benefitted Owner fails to maintain such facilities and such failure continues for thirty (30) days following written notice thereof by Grantor, Grantor may, but shall

not be obligated to, perform said maintenance and charge all costs and expenses of such maintenance to Benefitted Owner.

4. Hold Harmless. To the extent allowed by law, Grantee and Benefitted Owner shall and do hereby, indemnify, defend, protect and hold Grantor harmless from, against and in respect of any and all liabilities, damages, losses, costs and expenses, of any kind or nature whatsoever (including attorney's fees and expenses), suffered, incurred or sustained by Grantor arising out of, by reason of or in connection with (i) any violation or breach by Grantee or Benefitted Owner of the terms, covenants, conditions, agreements, requirements, restrictions or provisions of this instrument, or (ii) work performed by or for Grantee in the Easement Area, or (iii) the exercise by Grantee or Benefitted Owner of the rights granted hereby. The obligation arising herein as a consequence of Grantee's or Benefitted Owner's responsibility and liability to indemnify, defend, and hold the Grantor harmless under the described circumstances shall be effective only to the extent that it would not be considered a debt, as that term is used in Article XI, Section 7 of the Constitution of the State of Texas.
5. Binding Effect. This easement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns where permitted by this easement.
6. Choice of Law. This easement shall be subject to and governed by the laws of the State of Texas. Each party hereby submits to the jurisdiction of the state and federal courts in the State of Texas and to venue in the county or counties in which the Easement Property is situated.
7. Counterparts. This easement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.
8. Effect of Waiver or Consent. No waiver or consent, express or implied, by any party to or of any breach or default by any party in the performance by such party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such party of the same or any other obligations of such party hereunder. Failure on the part of a party to complain of any act of any party or to declare any party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party its rights hereunder until the applicable statute of limitation period has run.
9. Integration. This easement contains the complete agreement between the parties related to the subject matter hereof, and cannot be varied except by the written agreement of the parties. The parties agree that there are no oral agreements, understandings, representations or warranties related to the subject matter hereof

which are not expressly set forth herein.

10. Legal Construction. In case any one or more of the provisions contained in this easement shall for any reason be invalid, illegal or unenforceable in any respect, to the extent such invalidity or unenforceability does not destroy the basis of the bargain among the parties, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this easement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Whenever required by the context as used in this easement, the singular number shall include the plural and neuter shall include the masculine or feminine gender, and vice versa.
11. Compliance with Law. Grantee and Benefitted Owner agree to comply in all material respects, at its sole cost, with all applicable federal, state and local laws, rules, and regulations which are applicable to Grantee's or Benefitted Owner's activities hereunder.
12. Headings/Drafting. Article and Section headings appearing in this easement are for convenient reference only and are not intended, to any extent or for any purpose, to restrict or define the text of any Article or Section. This easement shall not be construed more or less favorably between the parties by reason of authorship or origin of language.

(The remainder of this page is intentionally blank)

AGREED TO AND ACCEPTED THIS ____ day of _____, 20__.

_____,
A _____

By: _____
Name: _____
Title: _____

STATE OF _____

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____
2026, by _____, acting in his/her capacity as
_____ of the
_____.

[Seal]

Notary Public, State of _____

AGREED TO AND ACCEPTED THIS ____ day of _____, 20__.

_____,
A _____

By: _____
Name: _____
Title: _____

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____
2026, by _____, acting in his/her capacity as
_____ of the
_____.

[Seal]

Notary Public, State of _____

**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