

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 ACCESS EASEMENT

Date: _____, 20____

Grantor: _____, a _____

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

Grantee: _____, a _____

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

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

Easement Duration: The Easement created hereby shall automatically terminate and be of no further force or effect upon the dedication of _____ by Grantor to the City of Buda, Texas as public roadways, as shown on the attached **Exhibit B** (the "Termination Date"), and the granting of a separate temporary access easement by Grantor from Grantee's property to such roads. Upon the Termination Date, the Grantee shall execute and record a termination of this Temporary Access Easement in form and content prepared by Grantor.

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

Facilities:	Vehicle, equipment, and worker-controlled road or access-way with all associated culverts, bridges, drainage, together with any and all appurtenances
Permitted Encumbrances:	Any easements, liens, encumbrances, and other matters not subordinated to the Easement Tract and of record in the Real Property Records of Hays County, Texas, 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 fence which is installed other than parallel to the Facilities, or for detention or water quality control, rainwater harvesting system, or other similar improvements in the Easement Tract
Repairable Improvements:	Irrigation systems which are installed perpendicular to the Facilities, barbed-wire, chain-link, or wooden fences which are installed parallel to the Facilities, and asphalt or concrete walkways, driveways, parking areas, or access roads 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 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 to the Grantee under this instrument for the Easement Purpose as determined by Grantee 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 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.

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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 no 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.

(The remainder of this page is intentionally 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 for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on _____.

[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