

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.

FLOODPLAIN DRAINAGE EASEMENT

Date: _____

Grantor: _____

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

City/Grantee: **CITY OF CEDAR PARK**, a Texas home-rule municipal corporation situated in the counties of Travis, and Williamson

City's/Grantee's Address: 450 Cypress Creek, Bldg. 1
Cedar Park, Texas 78613

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

Easement Duration: Perpetual

Easement Purpose: To operate, use, monitor, and inspect the Facilities

Facilities: Floodplain drainage areas which convey and receive the flow of storm-water in the 100-year floodplain as established from time to time by the City's Drainage Criteria Manual or successor manual

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

Non-Permitted Activity: Except as allowed by City permit, any permanent or temporary fence, the addition of any fill, or any structure which obstructs the flow of storm-water in the Easement Tract

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 the Grantee a non-exclusive easement in, over, 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, (iii) any and all rights and appurtenances pertaining to use of the Easement Tract, and (iv) the right, but not the obligation, to maintain the Easement Tract (collectively, the "**Easement**").

While the Grantee has the right to maintain the Easement Tract, it shall be Grantor's obligation to maintain the Easement Tract in accordance with the standards set forth in the Grantee of Cedar Park Code of Ordinances and all other applicable law.

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 the Grantee under this Easement for the Easement Purpose as determined by Grantee in its reasonable discretion.

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.

Executed effective the Date first above stated.

Grantor: : _____

By: _____

Name: : _____

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

Before me, the undersigned notary, on this day personally appeared :
_____, 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 ____ 20____.

[Seal]

Notary Public, State of _____

ACCEPTED:
CITY OF CEDAR PARK, TEXAS

Randall Lueders, Director of Engineering & Capital Projects
After recording, please return to: City of Cedar Park Engineering Department, 450 Cypress
Creek Road, Bldg. 1, Cedar Park, Texas 78613.