

THIS IS MEANT TO REPRESENT AN EXAMPLE OF CIRCUMSTANCES AND TO BE USED AS A REFERENCE ONLY. PROJECT SPECIFIC CIRCUMSTANCES WILL LIKELY RESULT IN LANGUAGE CHANGES WITHIN THE DOCUMENT.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Commented [ORD1]: If the Grantee is a person, and not an entity, any personal identifying information may be removed prior to County recordation.

CPN  
Parcel 02  
Property  
Survey, Abstract No. or Lot and Block Info

THE STATE OF TEXAS §  
§  
KNOW ALL MEN BY THESE PRESENTS  
[COUNTY OF TARRANT] §

Commented [ORD2]: The executed easements are recorded with the County of record and continue with the land.

CITY OF FORT WORTH  
PERMANENT DRAINAGE FACILITY EASEMENT

Commented [ORD3]: Each easement will state what type of easement is being dedicated/vacated.

DATE:

[GRANTOR]:

Commented [ORD4]: Person or Entity granting the easement

GRANTOR'S MAILING ADDRESS (including County):

[GRANTEE: CITY OF FORT WORTH]

Commented [ORD5]: Person or Entity being granted the easement

GRANTEE'S MAILING ADDRESS (including County):  
100 FORT WORTH TRAIL  
FORT WORTH, TARRANT COUNTY, TX 76102

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

EASEMENT PROPERTY: Being more particularly described in the attached Exhibit "A"

[Grantor, for the consideration paid to Grantor and other good and valuable consideration, hereby grants, sells, and conveys to Grantee, its successors and assigns, an exclusive, perpetual

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easement for the construction, operation, maintenance, replacement, upgrade, and repair of a Permanent Drainage Facility (hereafter referred to as "Facility"). The Facility includes all incidental underground and aboveground attachments, equipment and appurtenances, including, but not limited to manholes, pipelines, junction boxes, inlets, flumes, headwalls, wingwalls, slope pavement, gabions, rock rip-rap, drop structures and access ramps, and other erosion control measures in, upon, under and across a portion of the Easement Property and more fully described in Exhibit "A" attached hereto and incorporated herein for all pertinent purposes, together with the right and privilege at any and all times to enter the Easement Property, or any part thereof, for the purpose of constructing, operating, maintaining, replacing, upgrading, and repairing said Facility.

In no event shall Grantor (I) use the Easement Property in any manner, which interferes in any material way or is inconsistent with the rights granted hereunder, or (II) erect or permit to be erected within the Easement Property a permanent structure or building, including, but not limited to, monument sign, pole sign, billboard, brick or masonry fences or walls or other structures that require a building permit, or any structure not requiring a building permit but which may threaten the structural integrity or capacity of the Facility and its appurtenances. Grantee shall be obligated to restore the surface of the Easement Property at Grantee's sole cost and expense, including the restoration of any sidewalks, driveways, or similar surface improvements located upon or adjacent to the Easement Property which may have been removed, relocated, altered, damaged, or destroyed as a result of the Grantee's use of the Easement Property granted hereunder provided, however, that Grantee shall not be obligated to restore or replace irrigation systems or other improvements installed in violation of the provisions and intended use of this Easement Property.

This document may be executed by electronic signature, which will be considered as an original signature for all purposes and have the same force and effect as an original signature. For these purposes, "electronic signature" means electronically scanned and transmitted versions (e.g. via pdf file or facsimile transmission) of an original signature, or signatures electronically inserted via software such as Adobe Sign.

TO HAVE AND TO HOLD the above-described Easement Property, together with all and singular the rights and appurtenances thereto in any way belonging unto Grantee, and Grantee's successors and assigns forever; and Grantor does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the easement unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

When the context requires, singular nouns and pronouns include the plural.

**Commented [ORD6]:** This paragraph includes:

- Exclusivity – The City requires exclusive easements unless otherwise agreed
- Perpetual – The dedication of the easement is granting a property right that will not expire
- Actions – The dedication outlines that the City has the right to the easement property for construction, operation, maintenance, repair, upgrade, and repair of a specific Facility
- Facility – The document outlines what all is included with the Facility and references Exhibits depicting the Facility
- Note – The City cannot agree to providing prior notice to accessing the Facility or easement property when the need arises

**Commented [ORD7]:** The person or Entity granting the easement no longer has the right to construct structures within the easement property.

**Commented [ORD8]:** The City is obligated to restore the surface of the easement property due to actions necessary to access the Facilities within the easement property; the City is not obligated to restore or replace improvements installed in violation of this document.

**Commented [ORD9]:** The City does not require wet signatures for easement execution. Easements may be executed via electronic signature by all parties.

**Commented [ORD10]:** The Developer has dedicated the easement property to the City for the purposes outlined in the agreement and the City has entered into the agreement with the belief that no conflicting encumbrances interfere with this dedication. In the event a conflict is ever identified, the Developer will defend the City's right to first right to the property.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGES]**

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GRANTOR:

By:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

**THE STATE OF TEXAS**           §  
  §  
**COUNTY OF \_\_\_\_\_**       §

**BEFORE ME**, the undersigned authority, a Notary Public in and for the State of **TEXAS**, on this day personally appeared \_\_\_\_\_, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of \_\_\_\_\_, a Texas corporation, the general partner of \_\_\_\_\_, a Texas limited liability company, and that he executed for the purposes and consideration therein expressed and, in the capacity, therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas



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Notary Public in and for the State of **TEXAS**