

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.

RECREATIONAL TRAIL EASEMENT

Date: _____

Grantor: **HAYS COUNTY CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the State of Texas.

Grantor's Address: 21003 Interstate 35
Kyle, Texas, Hays County, 78640

Grantee: **THE CITY OF BUDA, TEXAS**, a Home Rule municipality situated in Hays County, Texas.

Grantee's Address: 405 E Loop Street, Building 100
Buda, Hays County, Texas 78610

Property: A non-exclusive easement and right-of-way in, upon, over, under, along, through, and across the parcel of real property of Grantor ("Easement"), said Easement consisting of approximately __ acres, more or less, and more particularly described in **Exhibit "A"**, attached hereto and incorporated herein by reference ("Easement Tract").

Consideration: _____ and No/100 Dollars (\$_____.00) and other good and valuable consideration.

Permitted Encumbrances: None

GRANT OF EASEMENT:

Grantor, for the Consideration stated above, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby GRANT, SELL AND CONVEY unto Grantee the Easement in, upon, over, under, along, through, and across the Easement Tract TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the right

and privilege at any and all times to enter the Easement Tract with full rights of ingress and egress from the adjoining property of Grantor, or any part thereof, for the purpose of construction, operation, maintenance, replacement, upgrade, and repair of the improvements which are constructed and installed therein or thereon under the terms of this Easement.

Grantor, on behalf of Grantor and his/her heirs, legal representatives, successors, and assigns, does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted on the Easement Tract, unto Grantee, its successors, and assigns, against every person whomsoever lawfully claiming or to claim the same by, through and under Grantor, but not otherwise.

CHARACTER OF EASEMENT:

The Easement granted herein is “in gross,” in that there is no “Benefitted Property.” Nevertheless, the Easement rights herein granted shall pass to Grantee’s successors and assigns, subject to all of the Terms hereof. The Easement rights of use granted herein are irrevocable. The Easement is for the benefit of Grantee.

PURPOSE OF EASEMENT:

Trail. The Easement shall be used for the purposes of location, placement, relocation, construction, operation, enlargement, maintenance, alteration, repair, rebuilding, removal, public use and patrol of clearly marked, public recreational trail facilities, including a twelve (12) foot wide concrete trail centered within the twenty-five (25) foot wide Easement, public trail materials and related appurtenances, equipment, benches, refuse and recycling bins, and signage. Grantee shall maintain the trail facilities and related improvements within the Easement.

Trees. Grantee shall provide and plant trees along the trail within this Easement. Grantee shall be responsible for the maintenance and care of such trees within the Easement.

Public Access and Use. Additionally, this Easement shall be accessed and used by the public for the purpose of recreational activities, such as walking, running, hiking, bicycling, or traversing over, upon and across, and otherwise using such trails, on the areas clearly marked for public trails. Public parking for the public’s use of this Easement shall be provided by the Grantee from a trailhead parking lot located at City Park and Garison Park. The Grantor reserves the right to prohibit or otherwise restrict the public’s use of parking lots on Grantor’s property adjacent to this Easement for the purposes of the public access and use of this Easement.

Liability. To the extent allowed by the Constitution and the laws of the State of Texas, Grantee assumes the responsibility for the maintenance of the recreational trail and related facilities within the Easement, and nothing contained herein shall be construed to place upon Grantor any manner of liability for injury to or death of persons or for damage to or loss of property

arising from or in any manner connected with the acts, conduct or negligence of Grantee in the construction and maintenance of the recreational trail and related facilities within the Easement.

DURATION OF EASEMENT:

Except as otherwise noted, the Easement, rights and privileges herein granted shall be perpetual.

GRANTOR USE:

Grantor covenants that they will not convey any future easement or conflicting rights within the premises covered.

Grantor reserves the right to grant additional easements for utility use across the Easement, provided: (1) sufficient clearance between facilities is maintained; and (2) such construction does not materially and unreasonably interfere with the access to, or with the operation, maintenance and safety of the Grantee's recreational trail facilities, as reasonably determined by Grantee.

Grantor also retains, reserves, and shall continue to enjoy the surface of such Easement for any and all purposes which do not materially and unreasonably interfere with and prevent the use by Grantee or the public of the Easement for the purposes granted herein. Grantee shall not be responsible or liable for the removal, repair or damage to any property, structure, building, or other use inconsistent with the rights conveyed to Grantee by the easements.

In witness whereof, this instrument is executed this ___ day of _____, 20__.

[Signature page follows.]

GRANTOR:

HAYS COUNTY CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

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ACKNOWLEDGMENT

COUNTY OF HAYS §

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This instrument was acknowledged before me, the undersigned authority, this ____ day of _____, 20__, by _____, in his/her capacity as _____ of _____, a Texas _____, on behalf of said entity.

Notary Public In and For

The State of Texas

My Commission expires: _____

AFTER RECORDING RETURN TO:

City Secretary
City of Buda
405 E. Loop Street, Building 100
Buda, TX 78610