

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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.

**CITY OF BURLESON, TEXAS
PERMANENT PRIVATE DRAINAGE EASEMENT**

THE STATE OF TEXAS	§	KNOW ALL MEN BY THESE PRESENTS:
	§	
COUNTY OF JOHNSON	§	

That, **The City of Burleson**, of the County of **Johnson**, State of Texas, GRANTOR herein, for and in consideration of TEN DOLLARS, and other good and valuable consideration in hand paid by the City of Burleson, Texas, a municipal corporation of Johnson County, Texas, GRANTEE herein, the receipt and sufficiency of which is hereby acknowledged and confessed, does hereby grant, sell and convey to GRANTEE a permanent and perpetual easement for drainage detention facilities and all necessary appurtenances thereto, in, into, upon, over, across and under that land in Johnson County Texas, recorded in Johnson County described on Exhibit "A" and depicted on Exhibit "B", attached hereto and made a part hereof, together with the right of ingress and egress as necessary.

The City of Burleson is not responsible for the design, construction, operation, maintenance, or use of the private drainage facilities, hereinafter referred to as "IMPROVEMENTS", to be developed and constructed by developer or successors. Developer will indemnify, defend and hold harmless the city of Burleson, its officers, employees and agents from any direct or indirect loss, damage, liability or expense and attorneys' fees for any negligence whatsoever, arising out of the design, construction, operation, maintenance condition or use of the "IMPROVEMENTS," including any non-performance of the foregoing. Developer will require any successor in interest to accept full responsibility and liability for the "IMPROVEMENTS." All of the above shall be covenants running with the land. It is expressly contemplated that developer shall impose these covenants upon lots abutting, adjacent or served by the "improvements" the full obligation and responsibility of maintaining and operating said "improvements."

The permanent PRIVATE drainage easement herein dedicated shall run with the land and forever be a right in and to the land belonging to said GRANTOR, its heirs, representatives, successors and assigns.

TO HAVE AND TO HOLD the above-described permanent easement, with the right of ingress and egress thereto, together with all and singular, the rights and appurtenances thereto, anywise belonging unto the said GRANTEE, its successors and assigns forever; and GRANTOR does hereby bind itself, its heirs, representatives, successors and assigns, to warrant and to forever defend all and singular the premises unto the GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim same or any part thereof.

WITNESS OUR HANDS, this the _____ day of _____, 2025.

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority in and for Johnson County, Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2025.

Notary Public in and for the
State of Texas

My Commission Expires:

Type or Print Notary's Name
