

DRAINAGE EASEMENT

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF JEFFERSON

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_____, (hereinafter called "GRANTOR"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the reservations and exceptions described herein, does hereby GRANT, BARGAIN, SELL and CONVEY unto **Jefferson County Drainage District No. 3** (hereinafter called "GRANTEE"), its successors and assigns, a perpetual nonexclusive drainage easement for constructing, operating and maintaining stormwater drainage ditches, berms and related facilities in, on, over and across the lands described herein, attached hereto and made a part hereof as though here copied verbatim, for drainage purposes. The drainage easement, situated in _____ Survey, Abstract _____, Jefferson County, Texas, is more particularly described as follows, to-wit:

DRAINAGE EASEMENT – DITCH NO.

The Drainage Easement granted is depicted by ditch number references in Exhibit "A," [EXHIBIT A is the PLAT] attached hereto and incorporated by reference. Each ditch number reference indicates the location and existence of a known drainage ditch currently on Grantor's lands recorded in File _____ of the Real Property Records of Jefferson County, Texas. For the purpose of the easement granted, the ditch number refers to a perpetual, non-exclusive easement consisting of the actual width of the corresponding ditch, including improvements, plus 25 feet on each side of the ditch top. [IF THE DITCH DOES NOT FALL ENTIRELY ON GRANTORS LAND THE FOLLOWING EXCEPTION IS INSERTED]: Where Ditch No. _____ lies along the Grantor's property lines, the easement herein granted lies only on that part of the ditch which lies on Grantor's lands and the 25 feet beyond the ditch top that lies on the Grantor's lands.

The parties acknowledge that the location of the easements referenced by ditch numbers herein are not based upon actual surveys, and it is understood that the location of the various easements granted herein may vary from the attached Exhibit "A".

Such drainage easement(s) is granted over GRANTOR's lands to improve the flow of water drainage from tributaries located within Jefferson County, Texas, and to excavate ditches and laterals, and to construct berms thereon for the flow of waters, and giving said GRANTEE the right and privilege to improve, maintain and operate the same as permitted by law, and giving unto GRANTEE the right and privilege of cleaning out and deepening ditches or water flows within the easement tracts. GRANTOR agrees that he will only construct permanent fencing within the drainage easements granted herein on one (1) side of the ditch if the ditch crosses the GRANTOR's land. The drainage easements also include the right of GRANTEE to construct, operate, maintain, alter, repair and patrol each drainage easement, and improvements made thereto, together with the right to construct berms, construct and utilize dirt placement areas with landowner's approval, restrict placement of obstructions with permanent structures, remove all dirt therefrom, trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures or obstacles within the limits of the right-of-way at any time and for any reason during the term of this easement without further payment; and further including the right to construct improvements above ground and underground essential to the GRANTEE's drainage facilities, within the limits of said easements.

Notwithstanding the foregoing devise, the following reservations and exceptions will apply to and limit the conveyance of the easement described herein:

1. GRANTOR reserves unto himself, his successors and assigns, the right to exercise all such interests, rights and privileges as it may now have or may hold in the future without unreasonably interfering with or abridging the rights and easements conveyed herein.
2. The consideration recited in this Drainage Easement shall constitute payment in full for all damages sustained by GRANTOR by reason of GRANTEE's exercise of the rights hereby granted.
3. This instrument was prepared from information furnished by the parties and no examination has been made and no opinion has been given by the firm preparing this instrument as to the title to or the description of the property involved.

TO HAVE AND TO HOLD the above-described drainage easement and right of way unto the said Jefferson County Drainage District No. 3, its successors and assigns perpetually.

WITNESS the execution hereof on this _____ day of _____, 2020.

GRANTOR:

By: _____

Printed Name: _____

STATE OF TEXAS §

COUNTY OF JEFFERSON §

This Drainage Easement was acknowledged before me on the _____ day of _____, 2022, by _____, Grantor.

Notary Public, State of Texas

After recording return to:
Jefferson County Drainage District No. 3
PO Box 388
Hamshire, TX 77622