

**Exhibit D**

**FORM OF EASEMENT**

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.

**SANITARY SEWER EASEMENT**  
(CORPORATE)

**Date:**

**Grantor:** \_\_\_\_\_, a Texas \_\_\_\_\_

**Grantor's Address:**

**Grantee:** **CITY OF DRIPPING SPRINGS, TEXAS**, a General Law municipality situated in Hays County, Texas

**Grantee's Address:** P.O. Box 384  
511 Mercer Street  
Dripping Springs, Hays County, Texas 78620

**Property:** An 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, being \_\_\_ feet in width and more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference ("Easement Tract").

**Consideration:** Ten Dollars (\$10.00) and other good and valuable consideration paid to Grantor for which no lien either express or implied is retained

**Permitted Encumbrances:** None

**GRANT OF EASEMENT:**

\_\_\_\_\_, a Texas \_\_\_\_\_ ("Grantor"), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby GRANT, SELL AND CONVEY unto **THE CITY OF DRIPPING SPRINGS, TEXAS**, a General Law municipality located in Hays County, Texas ("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 its 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.

#### **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:**

The Easement shall be used by Grantee for public sanitary sewer purposes, including placement, construction, installation, replacement, repair, maintenance, upgrade, relocation, removal, and operation of public sanitary sewer pipelines and related appurtenances, or making connections thereto ("Facilities"). The Easement shall also be used by Grantee for the purpose of providing access for the operation, repair, maintenance, replacement and expansion of the Facilities.

Upon completion of construction, Grantee agrees to restore the surface of the Easement Tract as follows: remove any construction debris or other material remaining on the site after construction, remove any disturbed rock, roots, and soil, remove any temporary barriers, remove any temporary access roads and drainage facilities, revegetate disturbed vegetated areas, and restore roadway surfaces to existing or better condition, unless requested otherwise by Grantor.

#### **DURATION OF EASEMENT:**

The Easement shall be perpetual. Grantor hereby binds Grantor and Grantor's successors and assigns, to warrant and forever defend the Easement on the Easement Tract unto Grantee, its successors and assigns, against any person whomsoever lawfully claiming.

#### **GRANTOR USE:**

Grantor hereby retains surface use of the Easement Tract and the right to plant and maintain ground cover and grasses only. Grantor relinquishes the authority for planting or cultivation of bushes, trees or other living matter, and building and maintaining any structures within the Easement Tract, and acknowledges that such uses are specifically prohibited. Grantor grants to Grantee the right to remove any living material or structures located within the Easement Tract, without Grantor recourse, to prevent interference with the operation or repairs to Grantee's facilities or use within the Easement Tract.

In witness whereof, this instrument is executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTOR:**

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

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

**STATE OF TEXAS**

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**CORPORATE ACKNOWLEDGMENT**

**COUNTY OF HAYS**

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This instrument was acknowledged before me, the undersigned authority, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, a Texas \_\_\_\_\_, on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public In and For  
The State of Texas

My Commission expires: \_\_\_\_\_

**AFTER RECORDING RETURN TO:**

City Secretary  
City of Dripping Springs  
P.O. Box 384  
Dripping Springs, Texas 78620

**FORM OF EASEMENT**

**EXHIBIT "A"**

**EASEMENT TRACT**