

# DRAFT

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

## UTILITY LINE EASEMENT AGREEMENT

**Date:** \_\_\_\_\_

**Grantor:** CITY OF DRIPPINGS SPRINGS

**Grantor's Mailing Address:** P.O Box 384  
Dripping Springs, TX 788620-0384

**Grantee:** BOARD OF TRUSTEES OF THE DRIPPING SPRINGS  
INDEPENDENT SCHOOL DISTRICT

**Grantee's Mailing Address:** 300 Sportsplex Dr.  
Dripping Springs, Texas 78620  
Hays County, Texas

**Easement Property:**

A 12.77 feet wide (2,603 Square feet) easement, the "Easement Area" for the purpose of installing electric distribution lines, over, across, and upon the tract approximately consisting of **0.0598 ACRES of land**, more or less, out of and being part of the **sURVEY NO. 130, ABSTRACT NO. 475, IN HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 1.0 ACRE TRACT CONVEYED TO THE CITY OF DRIPPING SPRINGS IN DOCUMENT NO. 6021228 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS D.R.H.C.T.**), more specifically described by metes and bounds in Exhibit A attached hereto and incorporated herein for all purposes..

**Easement Purpose:** Together with the right of ingress and egress over and along said property, the easement, with its rights and privileges, shall be used only for the purpose of installing, constructing, reconstructing, inspecting, patrolling, erecting poles, hanging wires on, maintaining and removing aerial strand, anchors, and associated hardware for electric distribution lines, consisting of a variable number of wires, and all necessary or desirable appurtenances (including any poles made out of wood, metal, or other materials, telecommunication lines, wires, props, and appurtenances; the right to relocate along the same general direction of said lines; the right to remove from said lands by standard industry practices employed in vegetation management, all trees, and parts thereof, any vegetation or obstructions which endanger or may interfere with the efficiency of said lines or appurtenances thereto and Grantor agrees that no building or structure of any kind will hereafter be erected or placed by Grantor, its successors and assigns, on said easement right-of-way herein granted, so long as this easement remains in effect; and the right of exercising all other rights hereby granted.

The exact location of the utility easement hereby conveyed is more fully described and illustrated in Exhibit A attached hereto and incorporated herein for all purposes.

**Underlying Easement:** This Easement will be located at the same location as a current utility easement between the [REDACTED] and Pedernales Electric Cooperative, Inc. ("PEC"), recorded on [REDACTED] in Volume [REDACTED], Page [REDACTED] of the Public Records of Hays County. The easement between the [REDACTED] and PEC is non-exclusive.

**Consideration:** The easement and the rights and privileges herein conveyed, are granted for and in consideration of the sum of Ten Dollar and No Cents (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed.

**Reservations from and Exceptions to Conveyance and Warranty:** Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters arising from and existing by reason of any Hays County water or utility district.

For Grantor and Grantor's successors and assigns forever, a reservation of all oil, gas and other minerals in and under and that may be produced from the Easement Property. Grantor waives and conveys to Grantee the right of ingress and egress to and from the surface of the Property relating to the portion of the mineral estate owned by Grantor and any and all rights to disturb the surface of the Property in any manner in connection with development, exploration and/or exploitation of the portion of the mineral estate owned by Grantor.

**THE EASEMENT IS SOLD AND CONVEYED TO AND ACCEPTED BY GRANTEE IN ITS PRESENT CONDITION, AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, OTHER THAN THE LIMITED SPECIAL WARRANTY OF TITLE INCLUDED HEREIN, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT THE SALES PRICE REFLECTS SUCH CONDITION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT FOR THE LIMITED SPECIAL WARRANTY OF TITLE INCLUDED HEREIN, THE SALE OF THE PROPERTY IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION, AGREEMENT, STATEMENT OR EXPRESSION OF OPINION (OR LACK THEREOF) OF OR WITH RESPECT TO: (A) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE COMPLIANCE WITH ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (D) THE SOIL CONDITIONS, WATER, DRAINAGE, TOPOGRAPHICAL FEATURES OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (E) ANY CONDITIONS RELATING TO OR ARISING FROM ANY ARCHEOLOGICAL OR HISTORIC SITE, CEMETERY, BURIAL GROUND, ENDANGERED SPECIES HABITAT, OR OTHER SUCH CONDITION WHICH MAY AFFECT THE**

**PROPERTY; (F) AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION OR COMPOSITION OF THE PROPERTY; (G) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (H) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; (I) ANY ENVIRONMENTAL, GEOLOGICAL, METEOROLOGICAL, STRUCTURAL OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY; AND (J) ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES BY GRANTOR WHATSOEVER. GRANTEE HAS MADE ITS OWN PHYSICAL INSPECTION OF THE PROPERTY AND HAS SATISFIED ITSELF AS TO THE CONDITION OF THE PROPERTY FOR GRANTEE'S INTENDED USE. GRANTOR MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES AS TO THE NATURE OR QUANTITY OF THE INTERESTS THEY OWN IN ANY OIL, GAS AND OTHER MINERALS.**

**Grant of Easement:** Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's successors and assigns an easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part thereof, except as to the Reservations from Conveyance and Exceptions to Warranty, to the extent that such claim arises by, through, or under Grantor but not otherwise.

**Terms and Conditions:** The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement is for the benefit of Grantee and Grantee's heirs, successors, and permitted assigns (as applicable, the "**Holder**"). Subject to the terms of this Agreement, this Easement may be conveyed or assigned by plat dedication or instrument to the Dripping Springs Independent School District, any other governmental jurisdiction, and any utility providing service to the Grantee or Grantee's successors or assigns.

2. *Duration of Easement.* The duration of the Easement is perpetual.

3. *Reservation of Rights.* Holder's right to use the Easement Property (as shown in Exhibit A, attached hereto) is nonexclusive, and Grantor reserves for Grantor and Grantor's heirs, successors, and assigns all other rights, interests and uses of the Easement Property that are not inconsistent with Grantee's rights herein conveyed, and which do not interfere with or endanger the Easement Area, including, without limitation, retaining, or granting others, the right to use all or portions of the Easement Property for utility, drainage, landscaping, roadway or pedestrian purposes, and constructing improvements related to such uses within the Easement Property.

4. *Improvement and Maintenance of Easement Property.* Holder agrees that its use of the Easement Property and its operations shall at all times comply with all legal requirements, laws and regulations. Grantee agrees to construct its electric line in a good and workmanlike manner and agrees to maintain and operate the electric line, and the Easement granted herein in a prudent manner with due care for the uses of the property by Grantor. Holder shall bear all costs and expenses resulting from Holder's damage to any of Grantor's improvements caused by Holder's use of the Easement Property, including any portion of the Property utilized by Holder for ingress and egress. Holder shall be solely responsible for all

costs associated with the replacement of the improvements. If the Easement Property is damaged by Holder, Holder must promptly restore the property to its previous physical condition if changed by use of the rights granted by this easement.

5. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective successors and permitted assigns.

6. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

7. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

8. *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

9. *Further Assurances.* Each signatory party agrees to act in good faith to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

10. *Integration.* This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.

11. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language. It is agreed that this grant covers all the agreements between the parties and that no representation or statements, verbal or written, have been made modifying, adding to, or changing the terms of this agreement and easement.

12. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

13. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

14. *Time.* Time is of the essence. Unless otherwise specified, all references to “days” mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

Should one or more of the Grantor(s) herein be a legal entity other than a natural person, it shall be conclusively presumed that the person signing on behalf of such party has been duly and legally authorized to so sign.

Grantor warrants that Grantor is the owner of said property and has the right to execute this easement. TO HAVE AND TO HOLD the above-described easement and rights unto Grantee and their successors and assigns, until said easement and rights shall be relinquished. Grantor does not warrant as to any other possessory interests.

**GRANTOR:**  
**CITY OF DRIPPING SPRINGS**

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

THE STATE OF TEXAS }  
  }  
COUNTY OF HAYS        }

ACKNOWLEDGMENT

BEFORE ME, a Notary Public, on this day personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his oath stated that he was authorized to execute such instrument; and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public, State of Texas

**GRANTEE:**  
DRIPPING SPRINGS INDEPENDENT SCHOOL  
DISTRICT

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Name: Dr. Holly Morris-Kuentz  
Title: Superintendent, DSISD

THE STATE OF TEXAS    }  
                                  }  
                                  }    ACKNOWLEDGMENT  
COUNTY OF HAYS        }

BEFORE ME, a Notary Public, on this day personally appeared **Holly Morris-Kuentz** known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his oath stated that she has been duly authorized by the Dripping Springs Independent School District Board of Trustees to execute this easement and agreement, which was approved on [date] and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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Notary Public, State of Texas

*Return to Grantee's address:*  
DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT  
300 Sportsplex Dr.  
Dripping Springs, Texas 78620  
Hays County, Texas

**EXHIBIT A**  
**DESCRIPTION OF EASEMENT**

EXHIBIT " \_\_\_ "

Telecommunications Easement  
William Walker Jr. Survey No. 130, Abstract No. 475

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.0598 ACRES (2,603 SQUARE FEET) OUT OF THE WILLIAM WALKER JR. SURVEY NO. 130, ABSTRACT NO. 475, IN HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 1.0 ACRE TRACT CONVEYED TO THE CITY OF DRIPPING SPRINGS IN DOCUMENT NO. 6021228 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS (D.R.H.C.T.), SAID 0.0598 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:



**BEGINNING**, at a 1/2-inch iron rod with "Grogan Surveying" cap found (from which a 1/2-inch iron pipe found bears, N02°43'10"W, a distance of 0.40') in the north right-of-way line of Highway 290 West (right-of-way varies), being the common south corner of a called 135.92 acres tract conveyed to Bordie Partners, LP in Volume 3553, Page 378 (D.R.H.C.T.) and said City of Dripping Springs tract, and being the southwest corner and **POINT OF BEGINNING** hereof;

**THENCE**, leaving the north right-of-way line of said Highway 290 west, with the common line of said Bordie tract and said City of Dripping Springs tract, N01°17'54"W, a distance of 210.47 feet to a 1/2-inch iron rod with "Grogan Surveying" cap found for the northwest corner hereof, being the common west corner of said City of Dripping Springs tract and Lot 2, Block C, Final Plat of Headwaters Commercial Phase 2B, a subdivision recorded in Document No. 20023057 of the Official Public Records of Hays County, Texas (O.P.R.H.C.T.);

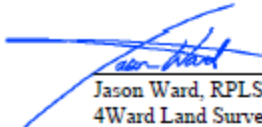
**THENCE**, leaving the east line of said Bordie tract, with the common line of said City of Dripping Springs tract and said Lot 2, S81°14'42"E, a distance of 12.35 feet to a calculated point for the northeast corner hereof;

**THENCE**, leaving the south line of said Lot 2, over and across said City of Dripping Springs tract, S01°24'42"E, a distance of 210.53 feet to a calculated point for the southeast corner hereof, being in the south line of said City of Dripping Springs tract and the north right-of-way line of said Highway 290 West, from which a 1/2-inch iron rod with "Grogan Surveying" cap found in the north right-of-way line of said Highway 290 West and being the common south corner of said City of Dripping Springs tract and said Lot 2 bears, S81°18'18"E, a distance of 197.59 feet;

**THENCE**, with the common line of said City of Dripping Springs tract and the north right-of-way line of said Highway 290 West, N81°18'18"W, a distance of 12.77 feet to the **POINT OF BEGINNING** and containing 0.0598 Acres (2,603 Square Feet) more or less.

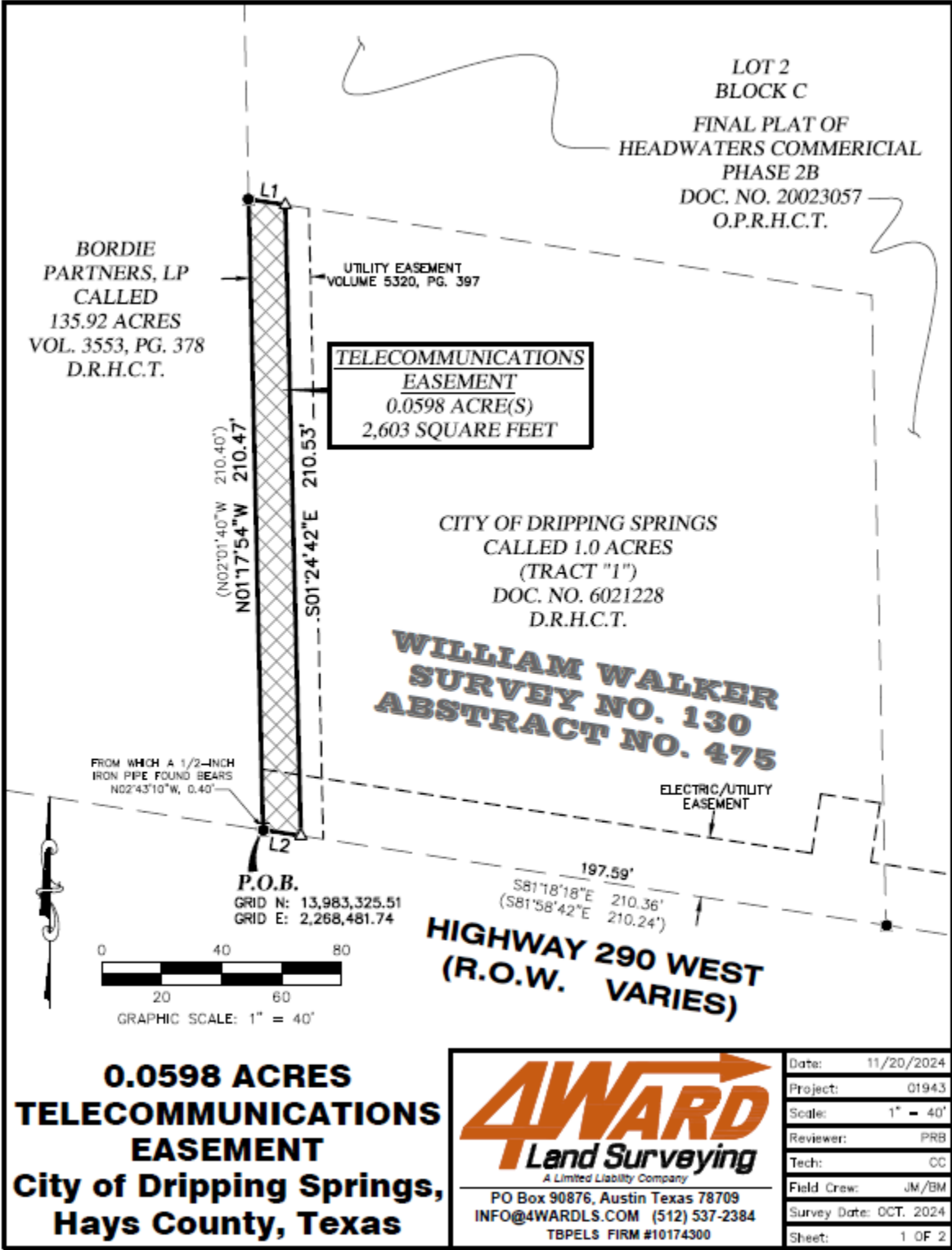
NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, South Central Zone (4204), all distances were adjusted to surface using a combined scale factor of 1.000081188832. See attached sketch (reference drawing: 01943-EE 1.dwg)

  
11/20/2024  
Jason Ward, RPLS #5811  
4Ward Land Surveying, LLC



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LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S81°14'42"E	12.35'
L2	N81°18'18"W	12.77'

LEGEND	
	EASEMENT LINE
	EXISTING PROPERTY LINES
	EXISTING EASEMENTS
	CALCULATED POINT
	1/2" IRON ROD FOUND (UNLESS NOTED)
	1/2" IRON PIPE FOUND (UNLESS NOTED)
	IRON ROD WITH "GROGAN" CAP FOUND (UNLESS NOTED)
P.O.B.	POINT OF BEGINNING
VOL./PG.	VOLUME, PAGE
DOC. NO.	DOCUMENT NUMBER
R.O.W.	RIGHT-OF-WAY
O.P.R.H.C.T.	OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
P.R.H.C.T.	PLAT RECORDS, HAYS COUNTY, TEXAS
(.....)	RECORD INFORMATION PER PLAT DOC. NO. 18021919
[.....]	RECORD INFORMATION FOR ADJACENT PROPERTIES

 11/19/2024



**NOTES:**

- 1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000081186832.
- 2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

**0.0598 ACRES  
TELECOMMUNICATIONS  
EASEMENT  
City of Dripping Springs,  
Hays County, Texas**

 <b>4WARD</b> <i>Land Surveying</i> <small>A Limited Liability Company</small> PO Box 90876, Austin Texas 78709 INFO@4WARDLS.COM (512) 537-2384 TBPELS FIRM #10174300	Date:	11/20/2024
	Project:	01943
	Scale:	1" = 40'
	Reviewer:	PRB
	Tech:	CC
	Field Crew:	JM/BM
	Survey Date:	OCT. 2024
	Sheet:	2 OF 2

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