



To: Mayor Bill Foulds Jr. & City Council
From: Sara Varvarigos, AICP – Senior Planner
Date: October 21, 2025
RE: Temporary Construction Easement Agreement with Stephanie Kirkey, Dripp’N Paint and Auto (4500 W U.S. Hwy 290)

I. Overview:

Stephanie Kirkey, owner of Dripp’N Paint and Auto at 4500 W U.S. Hwy 290, requests a Temporary Construction Easement Agreement with the City of Dripping Springs to allow limited vegetation clearing within the right-of-way bordering the property’s western boundary line (namely a 2.522 Acre tract of land out of the J.A. Seward Survey).

The Temporary Construction Easement would authorize Ms. Kirkey, the Easement Agreement Grantee, to clear vegetation from the right-of-way along the length of her property’s western fence line, subject to specific construction, maintenance, and safety standards outlined in the agreement.

This will allow Ms. Kirkey to create a fire barrier between her property and the City’s right-of-way, reconstruct her existing fence, and plant and maintain native grasses.

The City Engineer has reviewed the proposed vegetative clearing and planting and does not have concerns related to drainage or erosion impacts from the project.

II. Agreement Terms:

Scope of Improvements:

- Removal of an approximately six-foot wide strip of vegetation (including Juniper Ash trees) from the right-of-way along western fence line.
- Seeding cleared area with native grasses after the vegetative clearing is complete.
- Rebuilding an existing fence.

Public Access:

The improvements within the right-of-way must remain open for public use.

Maintenance and Compliance:

The Grantee must maintain all improvements at their sole expense, complying with drainage, erosion control, and vegetation standards set by the City.

License Term:

The Temporary Construction Easement will be valid for twelve (12) months from date of execution or when the City approves of the revegetation of the easement area, whichever comes first. The Temporary Construction Easement is transferable to the Grantee’s successors.

Insurance and Indemnification:

The Grantee must maintain general liability insurance and indemnify the City against claims arising from the improvements or their use.

III. City Benefit:**1. Improved Fire Safety:**

The improvements are designed to facilitate fire safety by reducing fire hazards near the Drupp’N Paint and Auto body shop.

2. No City Cost:

All construction and maintenance costs are the responsibility of the property owners.

IV. Recommendation

Staff recommends approval of the Temporary Construction Easement to the Grantee, Ms. Stephanie Kirkey, as the improvements serve a public safety benefit, are consistent with stormwater management requirements, and do not impede the intended use of the public right-of-way.