

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.

TEMPORARY ACCESS AND CONSTRUCTION EASEMENT
(CORPORATE)

Date:

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

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

Grantee: STEPHANIE KIRKEY, DRIPPIN BODY AND PAINT

Grantee's Address: 4500 W U.S. Hwy 290
Dripping Springs, Hays County, Texas 78620

Property: A non-exclusive easement in, upon, over, under, along, through, and across the parcel of real property of Grantor ("Easement"), said Easement consisting of approximately 2.52 acres, more or less, and more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference ("Temporary 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:

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 Grantee the Temporary Easement in, upon, over, under, along, through, and across the Temporary Easement Tract TO HAVE AND TO HOLD the same temporarily to Grantee and its successors and assigns, together with the right and privilege at any and all times to enter the Temporary Easement Tract with full rights of ingress and egress from the adjoining property of Grantor, or any part thereof, for the purpose of removal of trees and

vegetation and for the planting and maintenance of native grasses 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 Temporary 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 and is subject to the following conditions:

- (a) Only Rubber-tired vehicles and hand tools may be used for vegetation clearing.
- (b) Insurance coverage with the City as additional named insured and in a form approved by the City Administrator.

PURPOSE OF EASEMENT:

The Easement shall be used by Grantee to remove trees and vegetation, install a fence and related infrastructure on Grantee’s adjacent property, and plant and maintain native grasses.

Upon completion of construction, Grantee agrees to restore the surface of the Temporary 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 with native grasses as approved by the City Administrator. City will inspect at the completion of construction and revegetation.

DURATION OF EASEMENT:

The Temporary Easement Tract shall commence from the date of execution of this easement document and shall automatically terminate and be of no further force upon the expiration of twelve (12) months from date of execution or when the City approves of the revegetation of the easement area, whichever comes first.

GRANTOR USE:

Grantor hereby retains use of the Temporary Easement Tract.

In witness whereof, this instrument is executed this ____ day of _____, 20__.

GRANTOR:

By: _____
Michelle Fischer

Title: _____
City Administrator

STATE OF TEXAS

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COUNTY OF HAYS

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ACKNOWLEDGMENT

This instrument was acknowledged before me, the undersigned authority, this ____ day of _____, 2025, by _____, a Texas _____, on behalf of the City of Dripping Springs.

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

EXHIBIT “A”

TEMPORARY EASEMENT TRACT