

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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.

PEDESTRIAN AND DRAINAGE EASEMENT

THE STATE OF TEXAS

§

§ KNOW ALL BY THESE PRESENTS:

COUNTY OF HAYS

§

That Dripping Springs Independent School District, whose current address is 510 Mercer Street, Dripping Springs, Texas, their successors and assigns, hereinafter referred to as "Grantor" (whether one or more), for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by **CITY OF DRIPPING SPRINGS, TEXAS**, its agents and assigns, hereinafter referred to as "Grantee", receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement interest in, on, over, upon, above and across the following property ("Easement Area"):

A 0.239 ACRE (10,407 SQ. FT.) PUBLIC DRAINAGE AND PEDESTRIAN ACCESS EASEMENT SITUATED IN THE PHILIP SMITH SURVEY, ABSTRACT 415, CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 14.67 ACRE TRACT OF LAND DESCRIBED TO DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NO. 09921952 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS

The perpetual easement rights and privileges herein granted shall be used for the guarantee of use of location, placement, relocation, construction, operation, enlargement, maintenance, alteration, repair, rebuilding, removal and patrol of storm sewer utilities and drainage facilities and pedestrian facilities upon the Easement Area, to-wit: all surface and subsurface drainage structures, lines, connecting lines, access facilities and related equipment, all necessary conduits, valves, vaults, manholes, ventilators and appurtenances, and any necessary accessories thereto (collectively the "Facilities"). The Facilities excludes the driveway constructed by Grantee for Grantor, said driveway shall be maintained by Grantor as a private driveway. Grantor reserves the right to control the access, ingress, egress, and use of the driveway.

This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the hereinabove described Easement Area to the extent, and only to the extent, that the same may still be in force and effect and shown of record in the office of the County Clerk of Hays County, Texas or apparent on the ground.

Except as otherwise noted, the easement, rights and privileges herein granted shall be perpetual.

The perpetual easement, rights, and privileges granted herein are non-exclusive; however, Grantors cannot perform any activity upon the easement area that will interfere or be inconsistent with the rights, uses, and facilities within the Easement Area for any purpose. Notwithstanding the foregoing, no permanent buildings may be construction within the Easement Area. This restriction shall not prevent Grantor from constructing and maintaining parking, driveways and landscaping on the surface of the Easement Area, as such right is specifically reserved to Grantors so long as such activity is compatible with the use of the Easement Area.

Grantee hereby covenants and agrees:

- (a) Grantee shall not fence the Easement Area; and
- (b) Grantee shall promptly backfill any trench made by it on the Easement Area and repair any damage it shall do to Grantors property due to its work, if any, in or around the Easement Area.

It is understood and agreed that any Facilities placed upon the Easement Area by Grantee shall remain the property of Grantee, save and except for the driveway to be installed by Grantee for the benefit of Grantor. And improvements placed in the Easement Area by Grantor shall remain the property of Grantor.

Grantor hereby conveys the non-exclusive easement in the Easement Area as drainage and storm sewer easement for the purposes stated herein.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said Easement Area, or any part thereof, for the purpose of constructing or maintaining said utilities and Facilities and for making connections therewith, and Grantor does hereby bind itself, it's successors and assigns and legal representatives, to WARRANT AND FOREVER DEFEND, all and singular, the said easement and rights and interests unto the City of Dripping Springs, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by and through Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this the ____ day of the month of _____, 2022.

GRANTOR:

ACKNOWLEDGMENT

THE STATE OF TEXAS

§

§

COUNTY OF HAYS

§

This instrument was acknowledged before me on this the ____ day of the month of_____, 2022, by _____, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of and on behalf of said entity and in the capacity and for the purposes and consideration therein expressed.

Signature

Printed Name

Notary Public, State of _____