

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 CONSTRUCTION EASEMENT

Date: _____, 2022

Grantor: **Dripping Springs Independent School District**, an independent school district and political subdivision of the State of Texas

Grantor's Address: 510 W. Mercer Street
Dripping Springs, Hays County, Texas 78620

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

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

Property: A non-exclusive approximately _____ acre temporary easement ("Easement") in, upon, across, over, along and through the parcel of real property of Grantor which is 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

The Easement Tract shall be used by Grantee for [INSERT FOR EACH].

The Easement Tract is made and accepted subject to any and all conditions, encumbrances and restrictions, if any, relating to the hereinabove described property to the extent, and only to the extent, that the same may still be in force and effective, either apparent or shown of record in the public records of Hays County, Texas.

Except as otherwise noted, the Easement Tract, rights and privileges herein granted shall terminate on or before ~~May 31, 2023.~~April 30, 2023, for that portion to the West/Northwest of the Grantor's stadium and for the remainder of the Easement Tract, on or before June 30, 2023.

Dripping Springs Independent School District ("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, across, over, along and through the Easement Tract TO HAVE AND TO HOLD the same for the Duration 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 of roadway improvements.

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 or any part thereof, except as stated herein, when the claim is by, through or under Grantor, but not otherwise, for the Duration of the Easement.

CHARACTER OF EASEMENT:

The Easement rights of use granted herein are temporary and limited to the Duration stated herein. The Easement is for the benefit of Grantee.

PURPOSE OF EASEMENT:

The Easement shall be used for access to the project site and for construction of roadway located on and north of Roger Hanks Parkway within what is known as the Draper Tract and other purposes related to construction of the Project.

DURATION OF EASEMENT:

This Easement is temporary, and will become effective from the date of execution of the Easement and continuing for one (1) year, when it will terminate, unless extended in writing by Grantor prior to expiration (“Duration”).

USE OF EASEMENT:

Prior to the start of construction, Grantee agrees to install any temporary barriers to separate the Easement Tract from Grantor’s property. Prior to termination of the easement, 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 temporary barriers, remove any temporary access roads, revegetate disturbed vegetated areas, and restore roadway surfaces to existing or better condition, unless requested otherwise by Grantor.

GRANTOR USE:

Grantor hereby retains, reserves, and shall continue to enjoy the use of the Easement Tract (or grant to others the right to do the same as conditioned herein) for any and all purposes that do not interfere with or prevent the use by Grantee of the Easement herein granted for the Purpose of Easement. Grantee has the right to trim and cut down trees and shrubbery and to remove other improvements and structures located within the Easement Tract, without Grantor recourse, to the extent reasonably necessary to prevent interference with use within the Easement Tract.

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When the context requires, singular nouns and pronouns include the plural.

By: EXHIBIT ONLY - NOT FOR SIGNATURE

THE STATE OF TEXAS

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ACKNOWLEDGMENT

COUNTY OF HAYS

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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 her oath stated that she is the President of the Board of Trustees; that she was authorized to execute such instrument pursuant to resolution of the Board of_____ Trustees adopted on _____; May 23, 2022; 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 _____, 2022.

EXHIBIT ONLY - NOT FOR SIGNATURE

Notary Public, State of Texas

Return to Grantee's Address:

EXHIBIT “A”

EASEMENT TRACT

[DEPICTION TO BE REPLACED WITH METES AND BOUNDS WHEN AVAILABLE]