

TEMPORARY CONSTRUCTION EASEMENT

Taylor ISD Driveway Construction

KNOW ALL PERSONS BY THESE PRESENTS:

That TAYLOR INDEPENDENT SCHOOL DISTRICT (hereafter referred to as "Grantor"), whether one or more, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid by Williamson County, Texas, the receipt of which is hereby acknowledged, does hereby grant to WILLIAMSON COUNTY, TEXAS its agents, contractors, successors and assigns (referred to as "Grantee"), a temporary construction easement for the purpose of constructing and/or reconstructing a driveway connection between the proposed Bill Pickett Trail roadway improvements ("Project") and the existing roadways on the remaining property of Grantor, and any associated grading and drainage therewith, in, along, upon and across the property described in Exhibit "A" ("the Property") as necessary to carry out the purposes of this easement. The removal and/or construction by Grantee of any improvements, driveway, curbs, parking lot, or other related facilities on the Property shall be in the location of, subject to, and shall comply with any notes, details, specifications or other requirements or restrictions as shown on the plan sheets attached as Exhibit "B" and incorporated herein and shall be done in accordance with the terms and conditions of that certain Development Agreement by and between Taylor Independent School District and Williamson County, Texas, dated _____, 2016.

The parties agree further as follows:

Following completion of work within the temporary construction easement area described in Exhibit "A", Grantee shall, at its expense, on or before August 12, 2016, restore any Property injured or damaged by Grantee's use of the easement area and activities thereon, including specifically landscaping, irrigation, parking, pavement, signage, lighting or vegetation, as closely as possible to substantially the same condition or better than existed previous to Grantee's entry upon the Property.

This temporary construction easement shall be in full force and effect at all times during the accomplishment and completion of the construction activities described above. This temporary construction easement shall terminate and the easement rights and improvements constructed within the easement area, if any, shall revert to and become the responsibility of the Grantor, Grantor's successors, and assigns, and all interest conveyed shall terminate on the earlier of (a) the expiration of six (6) months after the beginning of the work upon the Property, or (b) on the date of completion of construction of the Project.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.

At no time during the grant of this easement shall Grantor be denied reasonable ingress and egress to its remaining property for the purposes to which the parent tract is currently being put, unless there is an agreement to do so between Grantor and Grantee in advance.

At no time during the grant of this easement shall Grantee, its agents or contractors be allowed to store machinery or materials within the easement area unattended or during periods where no active construction work is being performed in the right of way adjacent to the easement area.

This conveyance is subject to all easements and rights of way of record, visible or apparent on the ground, all restrictions, reservations, covenants, conditions, oil, gas, or other mineral leases, mineral severances and other instruments that affect the Property.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on this ____ day of _____, 2016.

TAYLOR INDEPENDENT SCHOOL DISTRICT

By: _____
Printed Name: Anita Volek
Title: President of the Board of Trustees

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

BEFORE ME, a Notary Public, on this day personally appeared Anita Volek, 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 of the Taylor Independent School District; that she was authorized to execute such instrument pursuant to Resolution of the Board of Trustees adopted on _____, 2016; and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____, 2016.

Notary Public, State of Texas

EXHIBIT A

[Insert fieldnote description upon completion of survey]

EXHIBIT "A"

CONSTRUCTION
EASEMENT-
PARKS

CONSTRUCTION
EASEMENT-
ROADWAY

CONSTRUCTION
EASEMENT
- TAYLOR ISD
DRIVEWAY

TAYLOR INDEPENDENT
SCHOOL DISTRICT

TAYLOR INDEPENDENT
SCHOOL DISTRICT PARCEL
1" = 200'
20160128

EXHIBIT "A"

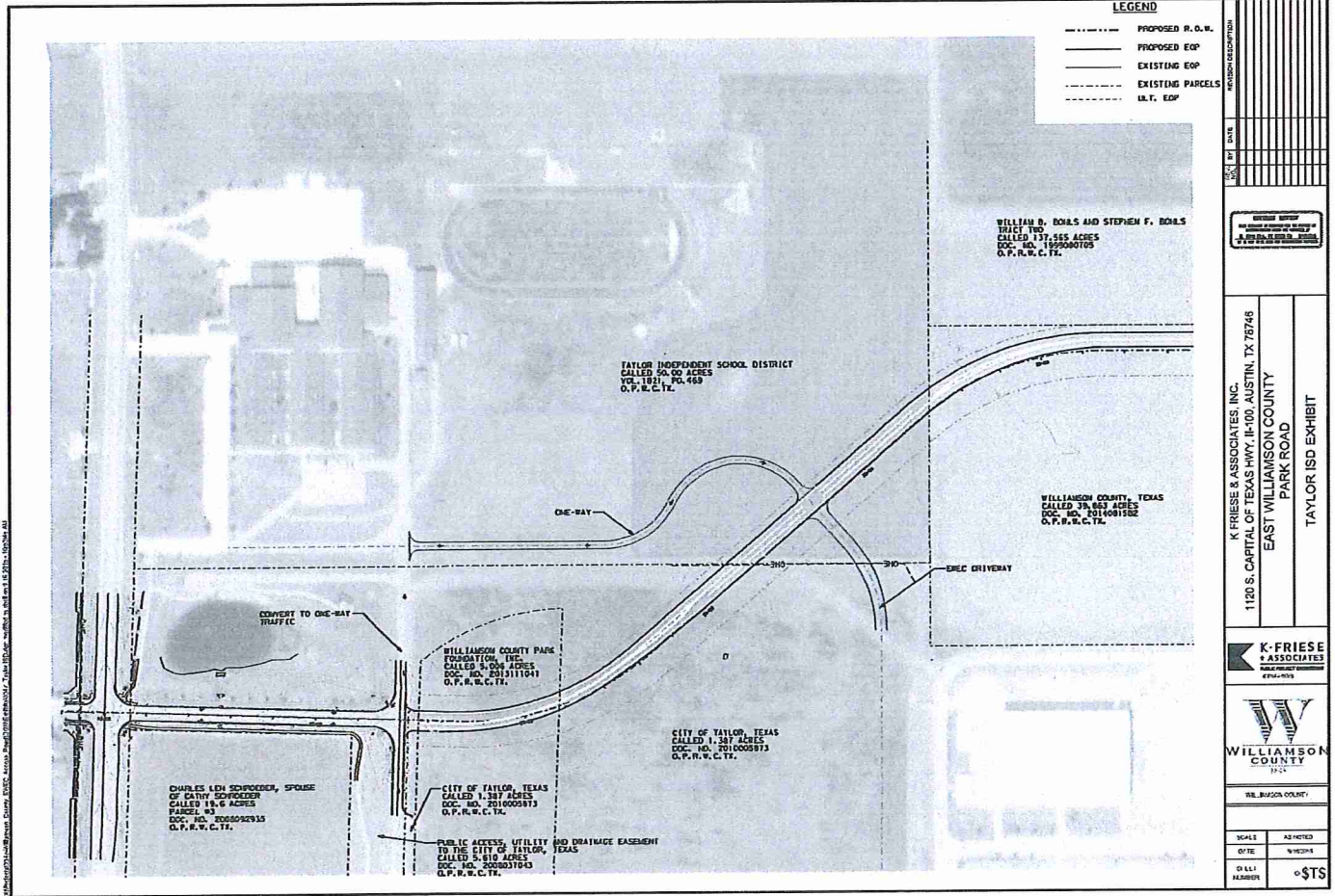
CONSTRUCTION
EASEMENT -
PARKS

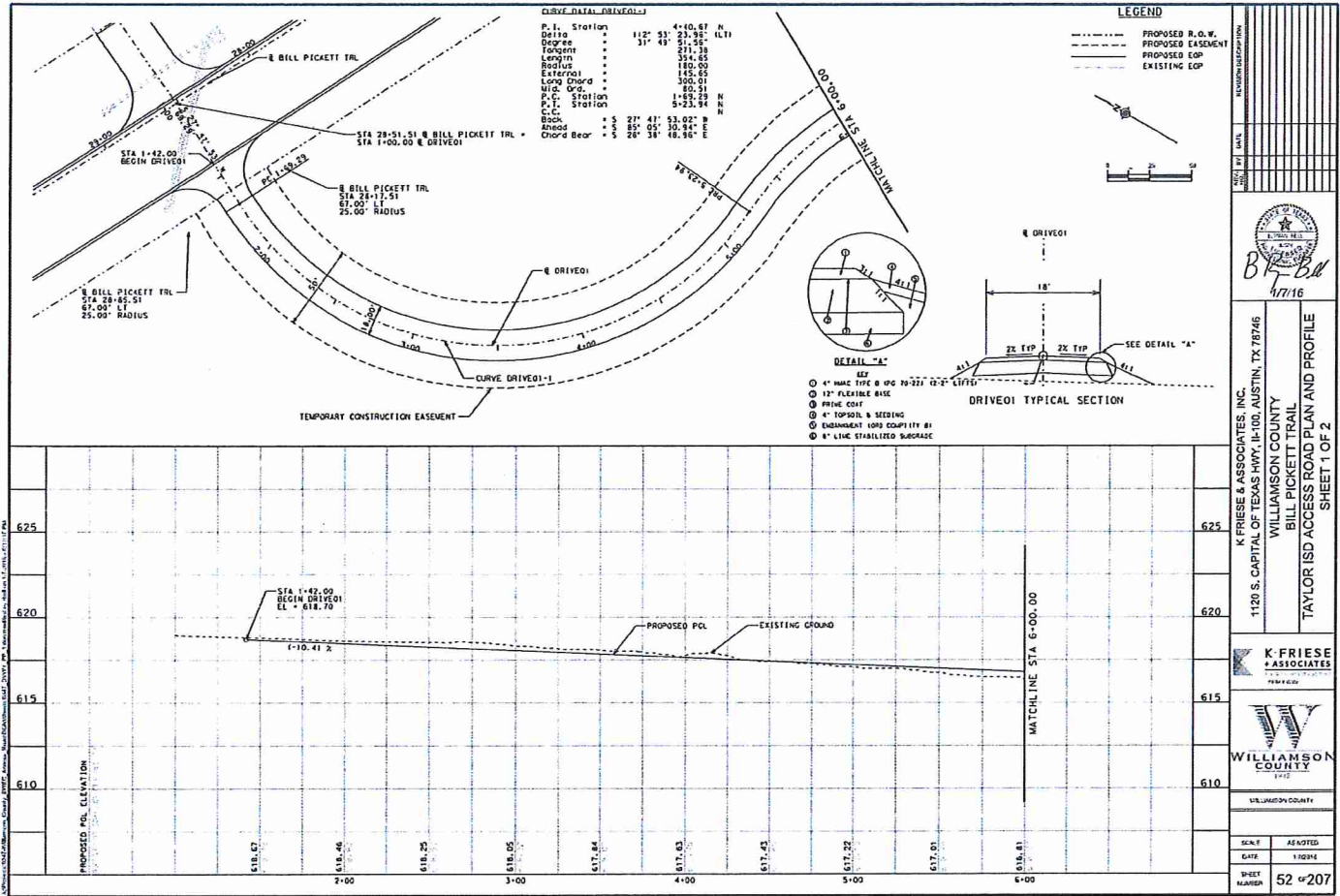
CONSTRUCTION
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CONSTRUCTION
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- TAYLOR ISD
DRIVEWAY

TAYLOR INDEPENDENT
SCHOOL DISTRICT

TAYLOR INDEPENDENT
SCHOOL DISTRICT PARCEL
1"=200'
20160128





K. FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY. II-100, AUSTIN, TX 78746

WILLAMSON COUNTY
BILL PICKETT TRAIL
TAYLOR ISD ACCESS ROAD PLAN AND PROFILE
SHEET 1 OF 2

WILLAMSON COUNTY

DATE: 1/17/16
SHEET NUMBER: 52 of 207

