

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

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This temporary construction easement is made between the **County of Williamson, Texas**, a political subdivision of the State of Texas, (hereinafter referred to as "Grantor"), and **Waterstone Development Co.**, (herein referred to as "Grantee").

1. For the good and valuable consideration described in Paragraph 2 below, Grantor hereby GRANTS and CONVEYS to Grantee a temporary non-exclusive construction easement (the "Construction Easement") for use of same during and in connection with the re-construction of failed dam at Avery Golf Course adjacent to Champion Park and related clean-up area (collectively, the "Project Area") on, over, under and across the land described in Exhibit "A," which is attached hereto and incorporated herein (herein sometimes referred to as the "Construction Easement Area").
2. The Construction Easement and the rights and privileges herein conveyed, are granted for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed.
3. For the duration of the Construction Easement, Grantee shall have the full right of access and use of the Construction Easement Area for the placement, construction, operation, repair, maintenance, replacement, upgrade, rebuilding and/or removal of the Project Area, as well as safety fencing, equipment staging and temporary spoil storage; it being provided that all brush, cuttings, equipment, spoil storage and debris shall be removed from the Construction Easement Area within Ten (10) days following completion of the construction of the Project Area and it also being provided that all such brush, cuttings, equipment, spoil storage and debris shall not be placed on Grantor's adjacent lands, except where specified by Grantor. Grantee acknowledges and agrees that in no event shall the rights of Grantee in the Construction Easement include any other types of rights, interests or use(s) other than such rights, interests or use(s) as specifically set forth herein.
4. Work may be performed during the following times only: Monday through Friday 8-5 each day or as directed by authorized Williamson County officials.
5. Upon the completion of construction and clean-up of the Project Area, Grantee shall restore the surface of the Construction Easement Area to the condition in which the same was found before any such work was undertaken, and Grantee's right to use any portion of Grantor's property adjacent to the permanent easement area shall thereupon terminate for all purposes.

6. Grantee agrees that Grantee shall not, without the prior written consent of Grantor, which shall not be unreasonably withheld, grant, transfer or otherwise assign any right or interest which Grantee receives under this Construction Easement to any individual or entity who is not a party hereto. Any permitted assignment of this Construction Easement and of the rights of the Grantee hereunder shall include an express assumption by the permitted assignee of the obligations set forth herein.
7. This Construction Easement shall terminate either upon Grantee's completion of construction and installation of the Project Area within the Construction Easement Area or within ninety (90) days from the Effective Date of this Construction Easement, whichever date occurs first. Upon Grantor's written request to Grantee, Grantee shall execute an instrument, which shall be in recordable form and which shall evidence the termination of this Construction Easement, and deliver same to Grantor immediately.
8. Grantor shall retain full use of the Construction Easement Area for any purpose not prohibited by the terms of this Construction Easement.
9. Should Grantee or Grantee's agents, in the exercise of Grantee's rights hereunder, ever damage Grantor's property, whether it be real or personal property that is located within the Construction Easement Area or within areas adjoining the Construction Easement Area, Grantee shall be liable for such damage and Grantee shall be obligated to immediately repair the damaged property to its prior condition.
10. Grantee agrees that no hardwood trees, within the Construction Easement Area or on the areas adjoining the Construction Easement Area, having trunks that are Two (2) inches in diameter or larger, measured Two (2) feet above the ground, shall be cut, damaged or otherwise disturbed without the Grantor's prior written permission; however, cedar trees, brush, sprouts and small saplings may be cut, it being provided that all such cedar trees, brush, sprouts and small saplings shall be removed from the Grantor's property. In the event that Grantee or Grantee's agents and/or contractors cut, damage or otherwise disturb a hardwood tree having a trunk that is Two (2) inches in diameter or larger, measured Two (2) feet above the ground, Grantee shall be obligated and liable to Grantor for the repair and/or replacement value of each such damaged hardwood tree.
11. TO THE FULLEST EXTENT AUTHORIZED BY LAW, GRANTEE AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS GRANTOR, ITS OFFICIALS, AGENTS, EMPLOYEES, OFFICERS, AND REPRESENTATIVES FROM EVERY PENALTY, CAUSE OF ACTION, CLAIM, LOSS, COST, DAMAGE, REASONABLE ATTORNEY'S FEES, LIEN AND/OR EXPENSE ARISING OUT OF OR RESULTING FROM THE GRANTEE'S OR ITS AGENTS, EMPLOYEES, OFFICERS, OR REPRESENTATIVES EXERCISE OF ANY AND ALL RIGHTS GRANTED HEREUNDER, OR FOR ANY FAILURE OF OBSERVANCE OF ANY PROVISION OF THIS CONSTRUCTION EASEMENT TO BE PERFORMED BY OR ON BEHALF OF GRANTEE DURING THE TERM OF THIS CONSTRUCTION EASEMENT. GRANTOR SHALL NOT BE LIABLE FOR DAMAGES TO GRANTEE ARISING FROM ANY ACT OF ANY THIRD PARTY. GRANTEE FURTHER AGREES TO INDEMNIFY, DEFEND AND SAVE HARMLESS GRANTOR FROM AND AGAINST ALL CLAIMS OF WHATEVER NATURE ARISING FROM ANY NEGLIGENT ACT, OMISSION OR NEGLIGENCE OF GRANTEE, OR GRANTEE'S CONTRACTORS, LICENSEES, AGENTS, SERVANTS, OR EMPLOYEES, OR ARISING FROM ANY ACCIDENT,

INJURY, OR DAMAGE WHATSOEVER CAUSED TO ANY PERSON OR TO THE PROPERTY OF ANY PERSON OCCURRING DURING THE TERM OF THIS CONSTRUCTION EASEMENT, OR ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE OCCURRING ON GRANTOR'S PREMISES DURING THE TERM OF THIS CONSTRUCTION EASEMENT; PROVIDED, HOWEVER, GRANTEE SHALL NOT BE LIABLE FOR THE NEGLIGENCE OF GRANTOR. THIS INDEMNIFICATION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONSTRUCTION EASEMENT.

12. This Construction Easement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Construction Easement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.
13. For the duration and purposes set forth herein, Grantor and Grantor's successors and assigns are and shall be bound to WARRANT and FOREVER DEFEND the Construction Easement and the rights conveyed in this instrument to Grantee and Grantee's successors and assigns, against every person lawfully claiming or to claim all or any part thereof, by, through or under Grantor, but not otherwise, subject to the terms and provisions hereof and all matters of record or visible and apparent on the ground, to the extent same are valid, subsisting and affect the Construction Easement Area.

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WITNESS WHEREOF, Grantor has caused this instrument to be executed on this ____ day of _____, 20____ ("Effective Date").

GRANTOR:

COUNTY OF WILLIAMSON

By: _____
Dan A. Gattis, County Judge

ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF WILLIAMSON

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This instrument was acknowledged before me on the ____ day of _____, 20____, by DAN A. GATTIS, County Judge of the County of Williamson, a political subdivision of the State of Texas, on behalf of said political subdivision.

Notary Public, State of Texas

Grantee hereby accepts the Temporary Construction Easement subject to the terms and conditions hereof:

GRANTEE:

By: Rob D Wunsch

Printed Name: Robert D Wunsch

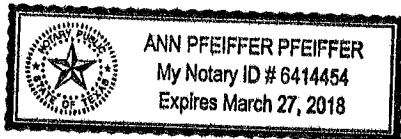
Representative Capacity: President

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 6 day of July, 2016 by Robert D Wunsch, on behalf of Grantee.



Notary Public, State of TEXAS

AFTER RECORDING, RETURN TO GRANTEE:

EXHIBIT "A"

Using Champion Park as an access point to and from off-site Project Area (in the adjacent failed dam area of the Avery Golf Course and related clean-up site) under supervision and direction of Williamson County Parks Director or his designee to minimize disruption to park trails and operations.