

## **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 MFDR, LLC (herein collectively 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 construction easement (the "Construction Easement") over, upon and across the hereinafter described property for purposes of locating the terminus of an existing City of Georgetown water line and related facilities (collectively, the "Facilities") on, over, under and across the tract of land described in Exhibit "A," which is attached hereto and incorporated herein. The property to which the Construction Easement is hereby imposed is more particularly described as follows:

The property owned by Grantor which is within a sixty (60) foot radius of the area depicted in the attached Exhibit "A" as being the location that Grantee would like to search for the Facilities (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 any and all purposes necessary to inspect and locate the Facilities, including, but not limited to vehicular access, 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 Grantee's inspection of the Facilities 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. Upon the completion of Grantee's inspection of the Facilities, 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 Easement Area shall thereupon terminate for all purposes.

5. 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, except as otherwise agreed to, in writing, by Grantor.
6. This Construction Easement shall terminate either upon Grantee's completion of its inspection of the Facilities within the Construction Easement Area or within thirty (30) calendar 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.
7. Grantor shall retain full use of the Construction Easement Area for any purpose not prohibited by the terms of this Construction Easement.
8. 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.
9. Grantee agrees that no hardwood trees within the Construction Easement Area or on the areas adjoining the Construction Easement Area 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, Grantee shall be obligated and liable to Grantor for the repair and/or replacement value of each such damaged hardwood tree.
10. **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.**

11. 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.

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WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on this 20<sup>th</sup> day of November, 2018 ("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

## Exhibit "A"

