

OFF ROW WORK

<u>DATE</u>	<u>NAME</u>	<u>MAIL ADDRESS</u>	<u>LOCATION OF WORK BEING DONE</u>	<u>BRIEF DESCRIPTION OF WORK</u>	<u>PRCT.</u>
4/25/2019	Pekar Holdings LLC	6110 CR 347 Granger, TX 76530	2200/2550 CR 347 Granger, TX 76530	For the purpose of constructing, excavating, filling and grading necessary for the proper facilitation of drainage to the property of Pekar LLC downstream of the existing cross culverts, and any associated clearing, tree or plant therewith, in, along, upon and across the Property as necessary to carry out the purposes of this easement.	4

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That **Pekar LLC (Parcel No. R013003)**, hereafter referred to as Grantor(s), whether one or more, in consideration of Five Dollars (\$5.00) and other good and valuable consideration paid by the County Engineer, or designee, the receipt of which is hereby acknowledged, does hereby grant to Williamson County, its agents, contractors, successors and assigns (referred to as "County"), a temporary construction easement for the purpose of constructing, excavating, filling and grading necessary for the proper facilitation of drainage to the property of Grantor(s) downstream of the existing cross culverts, and any associated clearing, tree or plant therewith, in, along, upon and across the Property as necessary to carry out the purposes of this easement. The construction and/or removal of any improvements, driveway, curbs, fence, 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 **EXHIBIT "A"**.

The parties agree further as follows:

Following completion of work within the temporary construction easement area described in **EXHIBIT "A"**, County shall at its expense and within ninety (90) days of completion of the work restore any Property injured or damaged by County's use of the Property and activities thereon, including specifically landscaping, irrigation or other vegetation, to substantially the same condition as existed previous to County's entry upon the Property, taking into consideration the use and purposes to which the Property is to be put.

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 shall revert to and become the responsibility of the Grantor(s), Grantor's successors, and assigns, all interest conveyed shall terminate twelve months after the beginning of the work upon the Property, or on the date of completion of construction of the Project, whichever occurs first.

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 24
day of April, 2019.

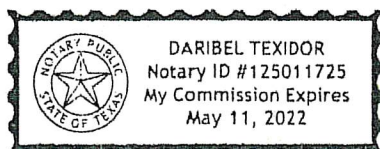
James M. Pekar
By: James M. Pekar
Its: Manager

Acknowledgment

State of Texas §
 §
County of Williamson §

This instrument was acknowledged before me on this the 24 day of April, 2019
by James M. Pekar, in the capacity and for the purposes and consideration
recited herein.


[Signature]
Notary Public, State of Texas





NOTES:

1. THIS TEMPORARY CONSTRUCTION EASEMENT SHALL BE IN FULL FORCE AND EFFECT AT ALL TIMES DURING THE CONSTRUCTION OF THE PROJECT. THIS TEMPORARY CONSTRUCTION EASEMENT SHALL NOT BE USED FOR ANY OTHER PURPOSES DESCRIBED ABOVE. THIS TEMPORARY CONSTRUCTION EASEMENT SHALL BE CONSIDERED A TEMPORARY EASEMENT AND THE EASEMENT SHALL REVERT TO AND BECOME THE RESPONSIBILITY OF THE GRANTOR. THE GRANTOR SHALL BE RESPONSIBLE FOR THE EASEMENT AND SHALL MAINTAIN THE EASEMENT IN A SAFE AND SOUND CONDITION. THE EASEMENT SHALL TERMINATE TWELVE MONTHS AFTER THE BEGINNING OF THE WORK UPON THE PROPERTY, OR ON THE DATE OF COMPLETION OF CONSTRUCTION OF THE PROJECT, WHICHEVER OCCURS FIRST.

NO.	REVISION	BY	DATE
			
WILLIAMSON COUNTY DEPT. OF WILLIAMSON COUNTY INFRASTRUCTURE			
CR 347			
PEKAR LLC - EXHIBIT "A"			
Prepared by	KCM	3151 S.E. INNER LOOP, SUITE B	
Checked by	JL	GEORGETOWN, GA 31206	
Drawn by	KCM	904-338-1338	
Created by	JL	www.willco.org	