

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this "Agreement") is made effective as of May 13, 2020 (the "Effective Date"), by and between Paloma Lake Municipal Utility District No. 2, a political subdivision of the State of Texas ("Grantor"), and Williamson County, Texas ("Grantee").

RECITALS

A. Grantor owns certain real property adjacent to the intersection of CR 110 and Limmer Loop located in Williamson County, Texas. Grantee desires to construct drainage improvements and related appurtenances as shown on **Exhibit "A"**, attached hereto and made a part hereof (the "Facilities"), on Grantor's real property in connection with its CR 110 road improvement project.

B. To facilitate construction of the Facilities, Grantor has agreed to grant to Grantee a non-exclusive, temporary construction easement over, under, through, and across that certain tract of real property owned by Grantor that is more particularly described on **Exhibit "B"**, attached hereto and made a part hereof (the "Easement Property"), for the purposes and the term described in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor GRANTS, SELLS and CONVEYS to Grantee and Grantee's successors and assigns a non-exclusive, temporary construction easement (the "Easement") for use by Grantee, its contractors, subcontractors, agents, and engineers (collectively, the "Grantee Parties"), over, under, through, and across the Easement Property, subject to the reservations, terms, and conditions of this Agreement and to any and all encumbrances and easements of record or visible and apparent on the ground, to the extent the same are valid and enforceable. The Easement will be subject to the following terms and provisions:

1. **Purpose of Easement.** The Easement may be used only for the following purposes:
 - (a) Installation, construction, grading, placement, expansion, repair, maintenance, modification, replacement, restoration, inspection, monitoring, operation, and upgrade of the Facilities.
 - (b) Marking the location of the Easement Property by suitable markers.
 - (c) Trimming and clearing trees and brush that interfere with the preceding purposes.
 - (d) Access related to the preceding purposes.

2. Term of Easement. The Easement will automatically terminate and be of no further effect upon the first to occur of the (i) completion and acceptance by Grantor of the Facilities; or (ii) December 31, 2020 (the "Expiration Date"). Upon the Expiration Date, Grantee agrees, at Grantor's request, to execute, acknowledge where necessary, and deliver an instrument suitable for recordation in the Official Public Records of Williamson County, Texas, sufficient to evidence the termination of this Agreement.

3. Exclusiveness of Easement. The Easement will be non-exclusive and Grantor, its successors and assigns, and their respective contractors, agents, and invitees (collectively, the "Grantor Parties"), reserve and will have the right to enter upon and use the Easement Property for any purpose that does not unreasonably interfere with or prevent use of the Easement Property as provided herein and to dedicate and grant public or private easements for any such purpose.

4. Grantee's Obligations.

(a) Access to the Easement Property by Grantee must be obtained upon or across public right-of-way and not any other property of Grantor. Grantee must require and ensure that all Grantee Parties comply with this access restriction.

(b) Upon completion of the construction of the Facilities and, thereafter, promptly upon completion of any subsequent activity by Grantee within the Easement Property that disturbs the surface of the ground, Grantee must restore or cause to be restored the surface of the Easement Property to substantially the same condition that existed prior to the commencement of construction or other activity. Restoration will include cleaning up and removing all trash, debris, tree and brush cuttings and trimmings, including stakes and markers, and revegetation as necessary.

(c) Grantee will, to the extent permitted by law, be liable for all damage or injury to persons or property directly resulting from its activities in coming upon or performing work on the Easement Property, or from the construction, repair, operation, maintenance or use of any Facilities. Grantee will require each of Grantee's contractors and subcontractor to obtain and maintain in effect at all times during which such contractors or subcontractors are performing work on or within the Easement Property a policy or policies of insurance, in a minimum amount of \$1,000,000 per occurrence, insuring against liability for bodily injury, personal injury, death, or property damage, naming Grantor and Grantee as additional insureds, and a certificate of insurance or other satisfactory proof of this coverage must be provided to Grantor prior to the contractor or subcontractor in question entering upon or commencing any construction activity on or within the Easement Property. If any contractor's or subcontractor's insurance is cancelled, Grantee will promptly notify Grantor and require the contractor or subcontractor to obtain and provide proof of replacement insurance, meeting the requirements specified above, prior to continuing its work within the Easement Property. Each of the Grantee's contractors will be responsible for the safety of all of its employees, contractors, consultants, subcontractors, invitees and agents. GRANTEE WILL, TO THE EXTENT PERMITTED BY LAW, INDEMNIFY, DEFEND AND HOLD GRANTOR HARMLESS FOR ANY CLAIM, CAUSE OF ACTION, LIABILITY, FINE OR EXPENSE, INCLUDING LEGAL FEES AND DEFENSE COSTS, ARISING OUT OF ITS OR ITS CONTRACTORS', SUBCONTRACTORS', AGENTS' OR EMPLOYEES' PRESENCE AND ACTIVITIES ON THE EASEMENT PROPERTY AND OUT OF CONSTRUCTION, OPERATION AND/OR MAINTENANCE OF THE FACILITIES AND, IN ADDITION, GRANTEE COVENANTS AND AGREES TO REQUIRE ITS CONTRACTORS AND, SUBCONTRACTORS TO INDEMNIFY, DEFEND AND HOLD GRANTOR HARMLESS FOR ANY CLAIM, CAUSE OF ACTION, LIABILITY, FINE OR EXPENSE, INCLUDING LEGAL FEES AND DEFENSE COSTS, ARISING OUT OF SUCH PARTY'S PRESENCE AND ACTIVITIES ON THE EASEMENT PROPERTY.

5. Easement As Is. Grantor has executed and delivered this instrument, and Grantee has received and accepted this instrument and the **EASEMENT AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, OR STATUTORY, IT BEING THE INTENTION OF GRANTOR AND GRANTEE TO EXPRESSLY REVOKE, RELEASE, NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES, INCLUDING ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES AS TO (I) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES RELATED TO FITNESS FOR A PARTICULAR USE OR PURPOSE; (II) THE SOIL CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES, OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (III) ANY FEATURES OR CONDITIONS AT OR WHICH AFFECT THE PROPERTY WITH RESPECT TO ANY PARTICULAR PURPOSE, USE, DEVELOPMENT POTENTIAL, OR OTHERWISE; (IV) THE AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION, OR AMOUNT OF THE PROPERTY; (V) ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE PROPERTY; (VI) ANY ENVIRONMENTAL, GEOLOGICAL, OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW, OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY; AND (VII) ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND REPRESENTATIONS BY GRANTOR WHATSOEVER.**

6. Easement Runs with Land. The terms, provisions and obligations hereof will constitute covenants running with the land affected hereby and inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns.

7. Governing Law; Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Texas. Venue of any case or controversy arising under or pursuant to this Agreement will lie in Williamson County, Texas.

8. Attorneys' Fees. If either party brings an action to enforce the terms of this Agreement or to declare rights hereunder, the prevailing party in any such action, on trial or appeal, will be entitled to recover its reasonable attorneys' fees and expenses from the losing party, as fixed by the court. The parties agree that "prevailing party" means the party who successfully prosecutes the action or successfully defends against it, prevailing on the main issue, even though not necessarily receiving an award of damages or other form of recovery.

9. No Waiver. Except for a written waiver signed by the party to be charged, any action or inaction by any party with respect to any provision of this Agreement, including a party's failure to enforce any provision of this Agreement, will not constitute a waiver of that provision or any other provision of this Agreement. Any waiver by any party of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement.

10. Entire Agreement; Amendment and Termination. This Agreement contains the entire agreement between the parties relating to the rights granted. Any oral representations or modifications concerning this Agreement will be of no force and effect. All modifications must be evidenced by a subsequent written agreement, signed by the party to be charged. Except as provided in Paragraph 2 with respect to termination of the Easement, this Agreement may only be modified, amended or terminated by filing a written modification, amendment, or termination document, executed, acknowledged and

approved by Grantor and Grantee, or their respective successors and assigns, in the Official Public Records of Williamson County, Texas.

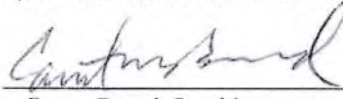
11. Execution. To facilitate execution, this Agreement may be executed in any number of counterparts, and it will not be necessary that the signatures of all parties be contained on any one counterpart. Additionally, for purposes of facilitating the execution of this Agreement the signature pages taken from separate, individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts and a facsimile signature will be deemed to be an original signature for all purposes. All executed counterparts of this Agreement will be deemed to be originals, but such counterparts, when taken together, will constitute one and the same instrument.

(The remainder of this page has been intentionally left blank, and the signature page or pages follow.)

EXECUTED as of the Effective Date set forth above.



**PALOMA LAKE MUNICIPAL UTILITY DISTRICT
NO. 2**, a political subdivision of the State of Texas

By: 
Carter Breed, President

THE STATE OF TEXAS §

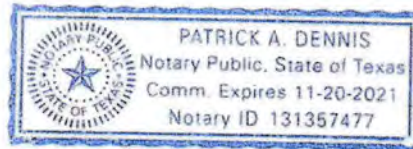
COUNTY OF TEXAS §

This instrument was acknowledged before me on the 19th day of NOV, 2020, by Carter Breed, President of Paloma Lake Municipal Utility District No. 2, a political subdivision of the State of Texas, on behalf of said political subdivision.


Notary Public, State of Texas

ATTEST:


Thomas Cooper, Secretary
Paloma Lake Municipal Utility District No. 2



WILLIAMSON COUNTY, TEXAS

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2020, by _____, _____ of Williamson County, Texas on behalf of the County.

Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

Armbrust & Brown, PLLC
c/o Carter Dean
100 Congress Ave., Ste. 1300
Austin, TX 78701

Exhibit "A"

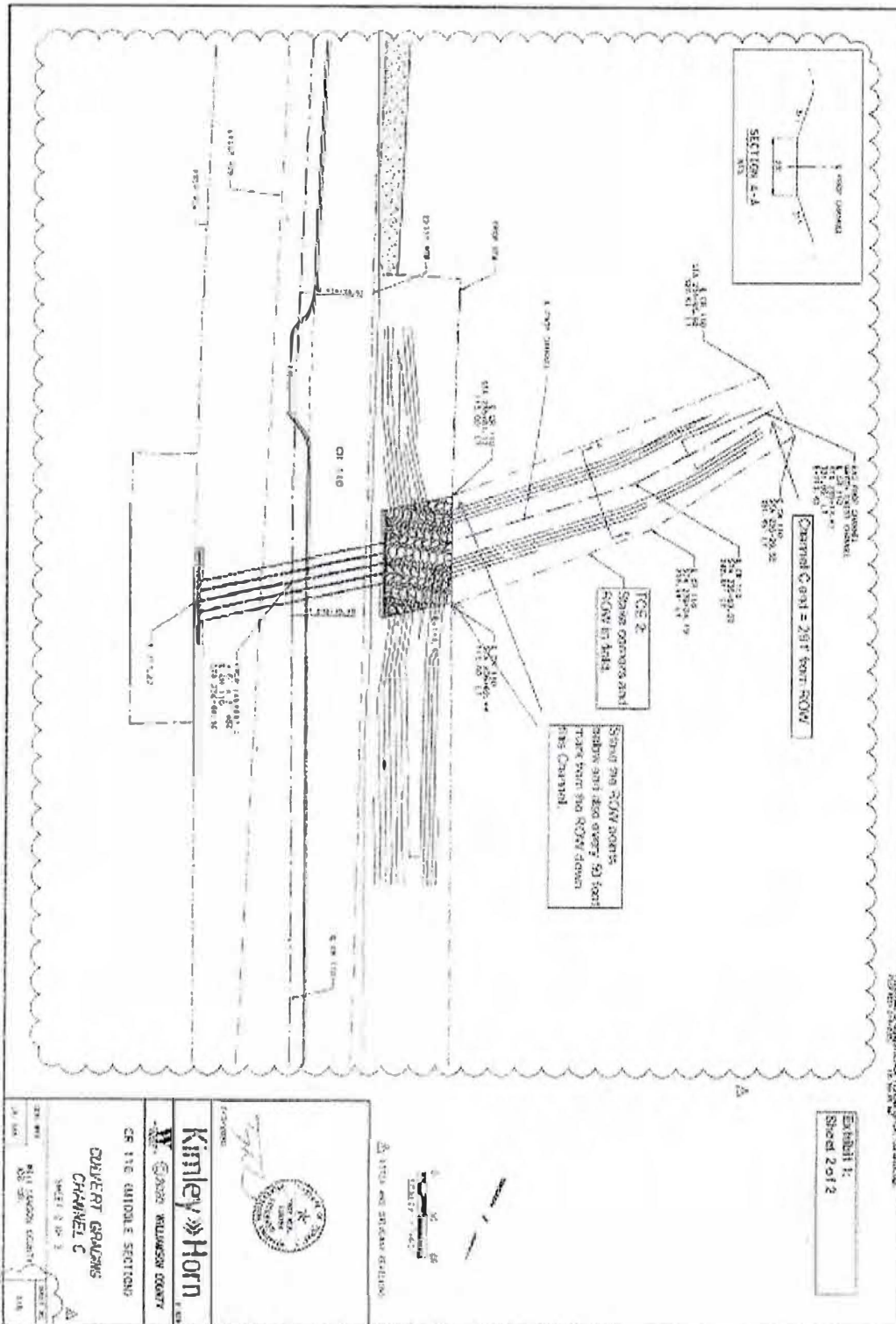


EXHIBIT "B"

EASEMENT PROPERTY

