

## 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 Trails at Shady Oak Residential Community, Inc., (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 use of same during and in connection with the construction of a common boundary fence line that is approximately 1,200 feet long (collectively, the "Facilities") on, over, and across a portion of Grantor's Southwest Williamson County Regional Park, being described and depicted in the attached Exhibit "A," which is incorporated herein for all purposes. The property to which the Construction Easement is hereby imposed is more particularly described as follows:

The surface of the property owned by Grantor which is within twenty five (25) feet of the existing fence line set forth in the attached Exhibit "A" (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 Grantee's construction of the Facilities at no cost to Grantor, 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 construct the Facilities, including, but not limited to vehicular access and equipment staging, it being provided that all brush, cuttings, equipment, and debris shall be removed from the Construction Easement Area within Ten (10) days following completion of the construction of the Facilities and it also being provided that all such brush, cuttings, equipment, 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 construction and installation 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.
6. This Construction Easement shall terminate either upon Grantee's completion of construction and installation of the Facilities within the Construction Easement Area or within four (4) weeks from the commencement of construction, 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, 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.
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. Grantee agrees that all existing fence posts with "Park Boundary" signs on them shall not be removed during Grantee's construction.
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.

WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed to be effective as of the date of the last party's execution below ("Effective Date").

**GRANTOR:**

**County of Williamson, Texas**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

**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 \_\_\_\_\_, as \_\_\_\_\_ 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:**

**Trails at Shady Oak Residential Community,  
Inc.**

By: DocuSigned by:  
Jason Cary  
EBC9AF0C6D8645D...

Printed Name: Jason Cary

Representative Capacity: HOA Board Director

Date: July 10, 2020

**ACKNOWLEDGMENT**

**STATE OF TEXAS**

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**COUNTY OF WILLIAMSON**

This instrument was acknowledged before me on the July day of 10,  
2020, by \_\_\_\_\_ as \_\_\_\_\_ of the Trails at  
Shady Oak Residential Community, Inc.



Notary Public, State of Texas



