## TEMPORARY CONSTRUCTION EASEMENT

## KNOW ALL MEN BY THESE PRESENTS:

That David Hess and/or Nicki Hess, Parcel No. R367224, 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 Director of Road and Bridge, 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) as part of CR 375 cross culverts installation, 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 13 day of *APRIL*, 2022. Its: OWNER Acknowledgment State of Texas County of Williamson This instrument was acknowledged before me on this the 13 day of APRIL, 2022 by DAVID - Wicki Hess, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas

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VICKY EDWARDS

