

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 **the City of Cedar Park, Texas**, (herein 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 non-exclusive construction easement (the "Construction Easement") for use of same during and in connection with the construction of a pedestrian trail that is approximately ten (10) foot wide, as conditions and existing hardwood trees will allow for such width, and approximately two-hundred fifteen (215) foot long running near the roadway that serves as the West entrance to Champion Park being constructed of concrete (the "Project") on, over, under and across the area described in Exhibit "A," which is attached hereto and incorporated herein (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 Grantee's construction of above-described pedestrian trail on Grantor's real property 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. Prior to construction of the pedestrian trail, Grantor and Grantee shall meet onsite in order to define and lay out the Project and Construction Easement Area. Thereafter and for the duration of the Construction Easement, Grantee shall have the full right of access and use of the Construction Easement Area for the placement and construction and operation of the Project, as well as 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 the construction of the Project 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 construction and clean-up of the Project, 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 Construction Easement area shall thereupon terminate for all purposes.

5. This Construction Easement shall terminate either upon Grantee's completion of construction and installation of the Project within the Construction Easement Area or within one hundred eighty (180) days from the date Grantee issues a Notice to Proceed with construction to the construction contractor selected by Grantee to construct the Project as a part of Grantee's Cedar Park Sidewalk Gap Closure Program Phase 6 Project, 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.
6. Grantor shall retain full use of the Construction Easement Area for any purpose not prohibited by the terms of this Construction Easement.
7. Should Grantee or Grantee's agents or contractors, 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.
8. 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.
9. 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.
10. For the duration and purposes set forth herein, Grantor and Grantor's successors and assigns are and shall be bound to WARRANT and FOREVER DEFEND the Construction Easement and the rights conveyed in this instrument to Grantee and Grantee's successors and assigns, against every person lawfully claiming or to claim all or any part thereof, by, through or under Grantor, but not otherwise, subject to the terms and provisions hereof and all matters of record or visible and apparent on the ground, to the extent same are valid, subsisting and affect the Construction Easement Area.

WITNESS WHEREOF, Grantor has caused this instrument to be executed on this _____ day of _____, 20____ (“Effective Date”).

GRANTOR:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., 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 Bill Gravell, Jr., County Judge of Williamson County, Texas, a political subdivision of the State of Texas, on behalf of said political subdivision.

Notary Public, State of Texas

Grantee hereby accepts the Temporary Construction Easement subject to the terms and conditions hereof:

GRANTEE:

CITY OF CEDAR PARK, TEXAS ^{CHK}

By: Randy Lueders

Printed Name: Randall Lueders, PE, PMP

Representative Capacity: Director of Engineering and Capital Projects

ACKNOWLEDGMENT

STATE OF Texas §

COUNTY OF Williamson §

This instrument was acknowledged before me on the 12 day of December 2023, by Randall Lueders, on behalf of Grantee.

Debra Hargrove
Notary Public, State of Texas

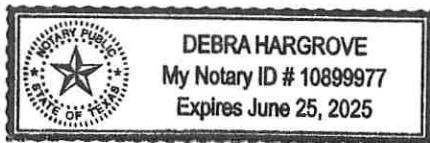


EXHIBIT "A"

Project and Construction Easement Area

Gray path denotes location of Project and Construction Easement Area.



