

REAL ESTATE CONTRACT
CR 258 Right of Way—Parcel 21

THIS REAL ESTATE CONTRACT ("Contract") is made by ROB A. TUCKER and SHANNON TUCKER (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.026 acre (approximately 1,151 Square Feet) in the B. Manlove Survey, Abstract No. 417, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 21**); and

Temporary Construction Easement interest in and across that certain 63 Square Yard (approximately 567 Square Feet) tract of land in the B. Manlove Survey, Abstract No. 417, Williamson County, Texas; being more particularly described in Exhibit "B" attached hereto and incorporated herein;

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property, any improvements thereon, and any damage or cost of cure for the remaining Property of Seller shall be the sum of FIFTEEN THOUSAND and 00/100 Dollars (\$15,000.00).

As additional consideration and as an agreement which shall survive the Closing of this transaction, Seller shall be allowed to retain and remove from the Property acquired herein the following acquired improvements: entry gate, automatic gate opener, gate opener control keypad

and post. Such improvements shall be removed by the Seller on or before the expiration of **thirty (30) days after completion of the relocated driveway improvements by Purchaser as set out in Section 2.03 below**, subject only to extensions by Purchaser in writing. Any portion of the retained property not removed within the time provided for herein, including any portion on the remaining property of Seller, shall have title immediately vest in Williamson County, Texas, for all the same consideration recited above, and shall be subject to removal by Purchaser, its agents, contractors or assigns without further notice or action required.

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

Special Provisions

2.03. As additional compensation and consideration for the purchase of the Property, and as an obligation which shall survive the Closing of this transaction, Purchaser agrees to construct one (1) replacement driveway connection between the proposed County Road 258 roadway improvements and the remaining property of Seller, and one (1) replacement mailbox structure within the Property acquired herein. The driveway and mailbox will be constructed as part of the CR 258 construction project at the sole expense of Purchaser, and shall be built in the locations and according to the material, design, notes and general specifications as set out in the plan sheets and other schematic exhibits attached hereto as Exhibit "C". Final engineering design of the replacement driveway shall be completed after additional on the ground survey data is gathered. By execution of this Contract Seller agrees and grants Purchaser, its contractors, agents and assigns the temporary right to access the remaining property of Seller in order to carry out the obligations of this paragraph, which temporary right shall automatically expire upon completion of the construction of the improvements described herein. Purchaser agrees that Seller shall not be denied access to or use of the existing driveway connection to the remainder property until such time as the relocated driveway improvements described herein are completed and available for use. Upon completion of the relocated driveway improvements described herein, Purchaser, its contractors, agents or assigns may close and remove any portion of the existing driveway connection upon the Property described in Exhibit "A" without further notice to Seller.

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V
CLOSING
Closing Date**

5.01. The Closing shall be held at the office of Texas American Title Company on or before July 31st, 2015, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", and deliver to Purchaser a Temporary Construction Easement in and across the property described in Exhibit "B", both free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "D" attached hereto and incorporated herein. The Temporary Construction Easement shall be in the form as shown in Exhibit "E" attached hereto and incorporated herein.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

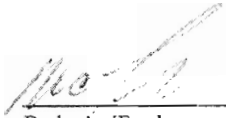
8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.


[signature pages follow]

SELLER:


Rob A. Tucker

Date: 6/25/15

Address: 2771 CR258
Liberty Hill, TX 78642

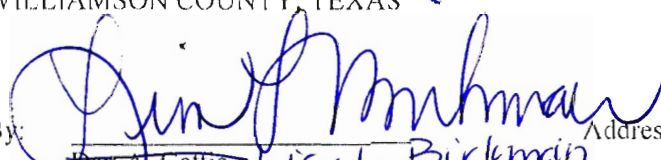

Shannon Tucker

Date: 6/25/15

Address: 2771 CR 258
Liberty Hill, TX 78642

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: 
~~Dan A. Gattis~~ Lisa L. Birkman
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: 7-14-15

EXHIBIT "A"



P. O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361
T.B.P.L.S. Firm No. 10103800

**0.026 ACRE RIGHT-OF-WAY PARCEL NO. 21
ROB A. TUCKER AND WIFE, SHANNON TUCKER
B. MANLOVE SURVEY, ABSTRACT NO. 417
WILLIAMSON COUNTY, TEXAS**

A DESCRIPTION OF 0.026 ACRES (APPROXIMATELY 1,151 SQ. FT.) IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 5.000 ACRE TRACT CONVEYED TO ROB A. TUCKER AND WIFE, SHANNON TUCKER IN A WARRANTY DEED WITH VENDOR'S LIEN DATED JANUARY 10, 1997 AND RECORDED IN DOCUMENT NO. 9701662 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.026 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" Iron rod with "Walker 5283" cap set in the existing north right-of-way line of County Road 258 (right-of-way width varies), being the south line of the said 5.00 acre tract, from which a 1/2" Iron rod with "RPLS 5784" cap found at an angle point in the existing north right-of-way line of County Road 258, being the south line of the said 5.00 acre tract, at the southwest corner of Lot B of Kujawa Subdivision, a subdivision of record in Document No. 2005000982 of the Official Public Records of Williamson County, Texas, also recorded under Cabinet Z, Slides 351-352 of the Plat Records of Williamson County, Texas bears North 58°20'34" East, a distance of 1.96 feet;

THENCE with the existing north right-of-way line of County Road 258, being the south line of the said 5.00 acre tract, the following two (2) courses and distances:

1. South 58°20'34" West, a distance of 20.56 feet to a calculated point;
2. South 79°50'43" West, a distance of 99.89 feet to a calculated point for the southwest corner of the said 5.00 acre tract and the southwest corner of the herein described tract of land;

THENCE North 17°13'03" West, with the existing north right-of-way line of County Road 258, in part, being the west line of the said 5.00 acre tract, a distance of 13.00 feet to a 1/2" iron rod with "Walker 5283" cap set in the proposed north right-of-way line of County Road 258 for the northwest corner of the herein described tract of land, from which a 1/2" iron rod found in the east line of Lot 1 of Kirk Acres, a subdivision of record in Document No. 2003078950 of the Official Public Records of Williamson County, Texas, also recorded under Cabinet X, Slides 371-372 of the Plat Records of Williamson County, Texas, at a common corner of the said 5.00 acre tract and Lot A of said Kujawa Subdivision, bears North 17°13'03" West, a distance of 801.65 feet;

THENCE North 82°23'37" East, crossing the said 5.00 acre tract with the proposed north right-of-way line of County Road 258, a distance of 120.74 feet to the **POINT OF BEGINNING**, containing 0.026 acres of land, more or less.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS). Attachments: Survey Drawing No. 075029-PARCEL 21.

Ch. G. Walker 11.26.18
Charles G. Walker Date
Registered Professional Land Surveyor
State of Texas No. 5283
Walker Texas Surveyors, Inc.
T.B.P.L.S. FIRM NO. 10103800



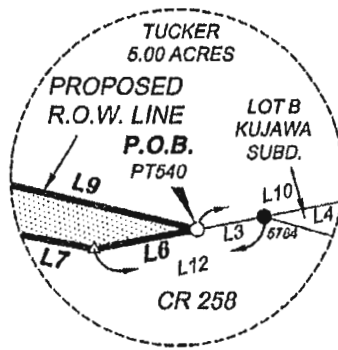
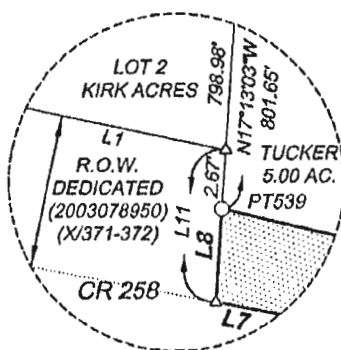
SKETCH TO ACCOMPANY A DESCRIPTION OF 0.026 ACRES (APPROXIMATELY 1,151 SQ. FT.) IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 5.000 ACRE TRACT CONVEYED TO ROB A. TUCKER AND WIFE, SHANNON TUCKER IN A WARRANTY DEED WITH VENDOR'S LIEN DATED JANUARY 10, 1997 AND RECORDED IN DOCUMENT NO. 9701662 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.

LEGEND

- 1/2" IRON ROD WITH "WALKER 5283" CAP SET
- 1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
- ^{CCC} 1/2" IRON ROD WITH "CCC 4835" CAP FOUND
- ⁵⁷⁸⁴ 1/2" IRON ROD WITH "RPLS 5784" CAP FOUND
- △ CALCULATED POINT
- D.R.W.C.T. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.R.W.C.T. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.T. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- () RECORD INFORMATION

LINE TABLE

LINE	BEARING	DISTANCE
L1	N80°51'06"E	235.54'
	(N80°08'04"E)	(235.53')
L2	N80°51'08"E	194.70'
	(N80°08'04"E)	(194.67')
L3	N58°20'34"E	1.96'
L4	N58°20'34"E	91.90'
	(N58°39'E)	(91.90')
L5	N52°47'04"E	72.55'
	(N53°05'30"E)	(72.55')
L6	S58°20'34"W	20.56'
L7	S79°50'43"W	99.89'
L8	N17°13'03"W	13.00'
L9	N82°23'37"E	120.74'
L10	N58°20'34"E	93.86'
L11	S17°13'03"E	15.67'
	(S16°57'33"E)	(15.67')
L12	S58°20'34"W	22.52'
	(S58°39'W)	(22.52')



BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

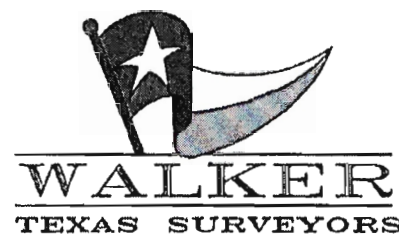
COMBINED SCALE FACTOR = 0.999860020
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.00014
(FOR GRID TO SURFACE CONVERSION)

SCALED ABOUT 0.0

WALKER TEXAS SURVEYORS, INC.
P.O. BOX 324
CEDAR PARK, TEXAS 78630
(512) 259-3361
T.B.P.L.S. FIRM NO. 10103800

DATE OF SURVEY: 11/26/14
DRAWING NO.: 075020-PARCEL 21
PROJECT NO.: 075029
DRAWN BY: CWW
PAGE 3 OF 4



C. Walker 11.26.14

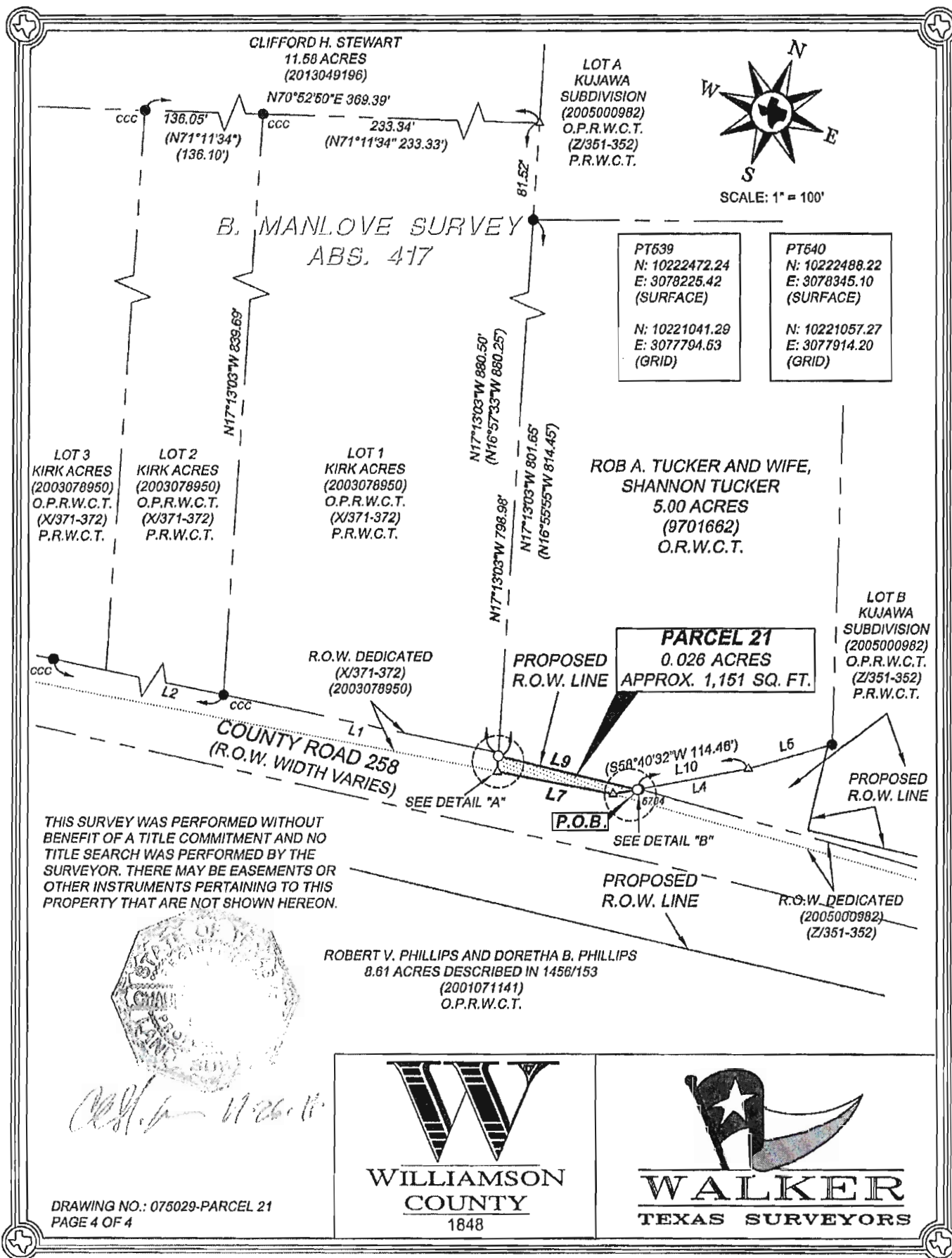


EXHIBIT "B"

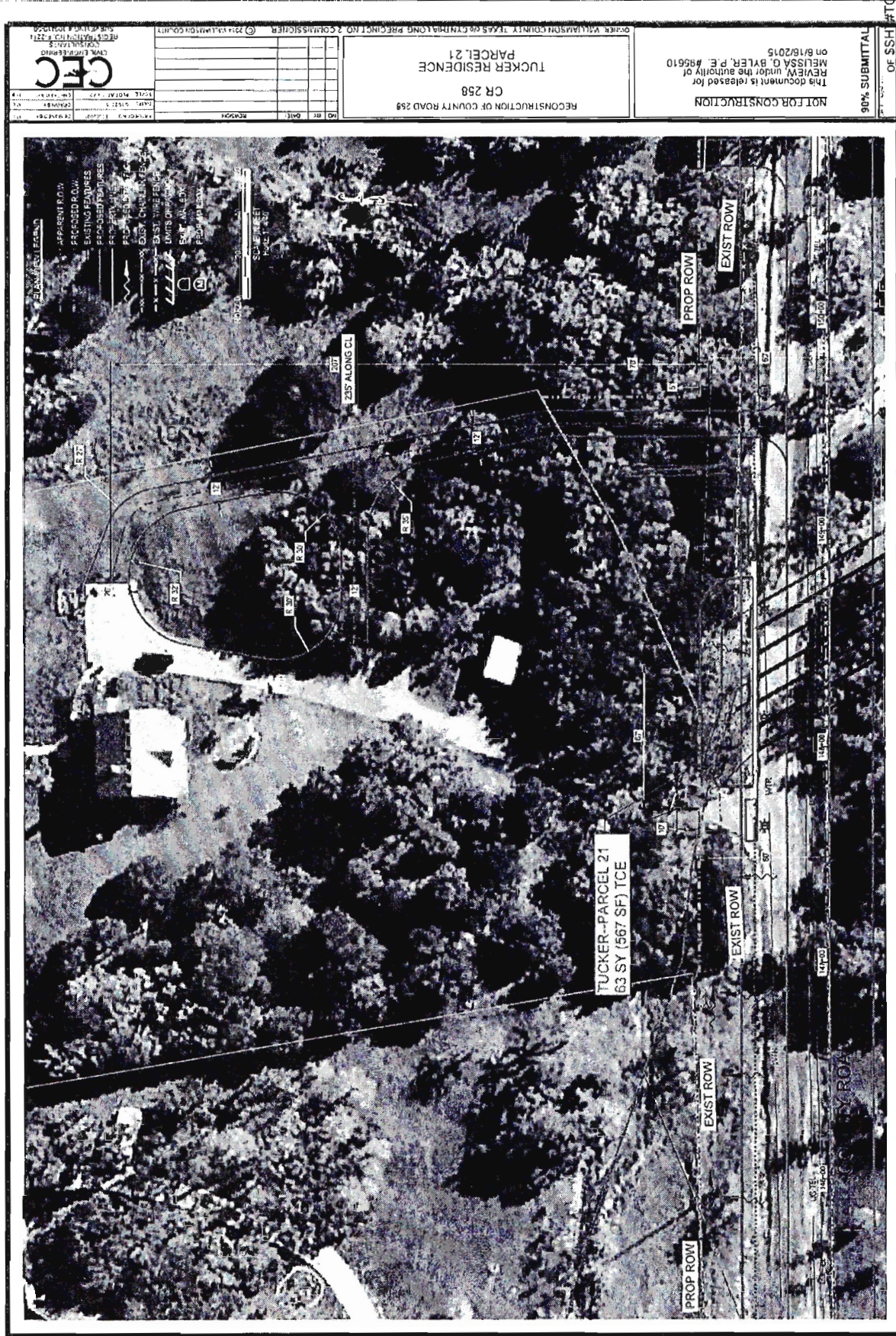
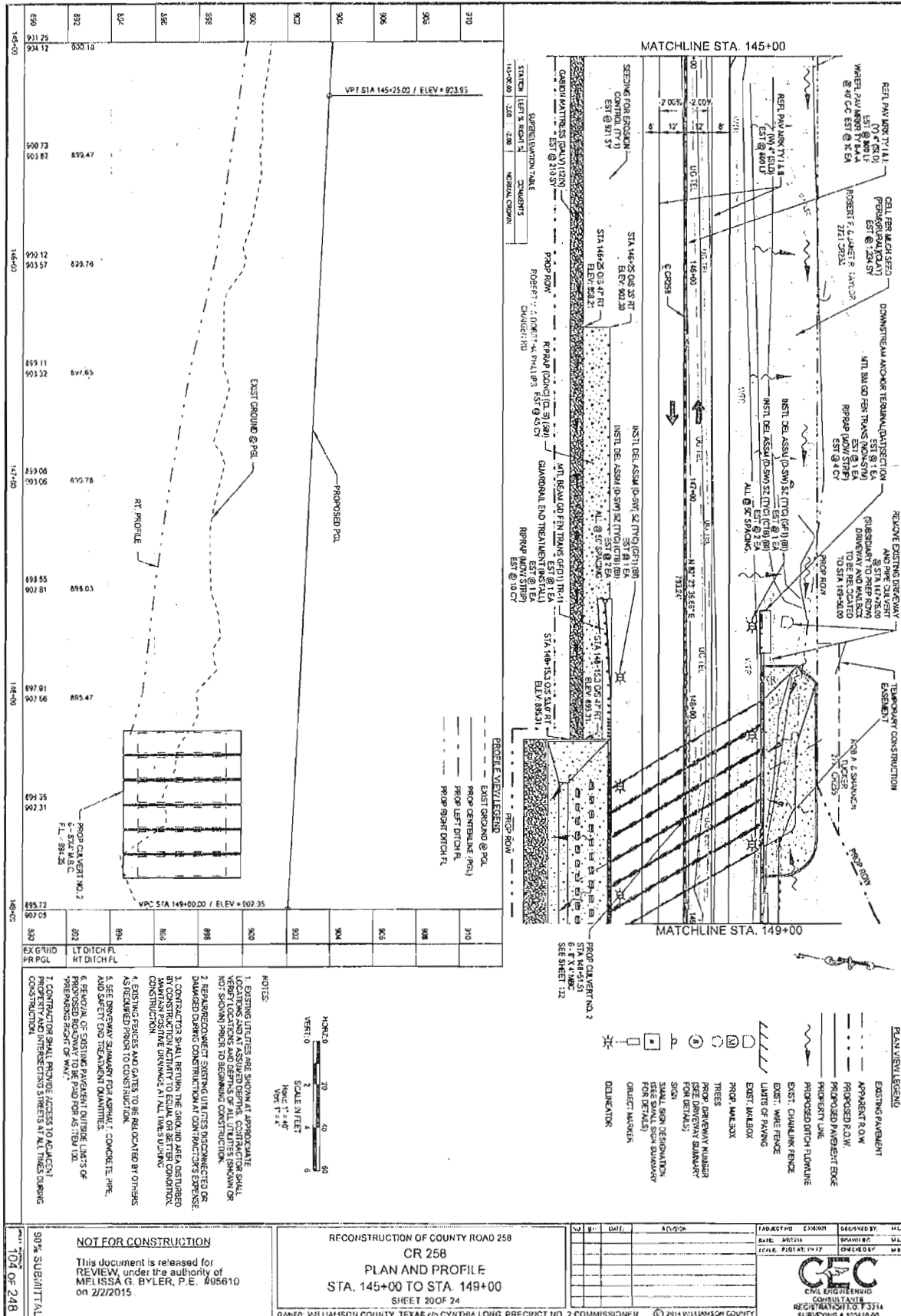
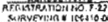


EXHIBIT "C"





NOT FOR CONSTRUCTION

RECONSTRUCTION OF COUNTY ROAD 258
CR 258
TUCKER RESIDENCE
PARCEL 21



EXHIBIT "D"

Parcel 21

DEED

County Road 258 Right of Way

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS 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.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That ROB A. TUCKER and SHANNON TUCKER, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 0.026 acre tract of land in the B. Manlove Survey, Abstract No. 417, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 21)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property described in said Exhibit "A" to wit: entry gate, automatic gate opener, gate opener control keypad and post.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 258, but shall not be used or exported from the Property for any other purpose.

The Retained Improvements shall be removed by the Grantor from the Property conveyed herein on or before the expiration of thirty (30) days after Grantee's completion of the construction and installation of the relocated driveway improvements as set out in that certain Real Estate Contract between the Grantor and Grantee, subject only to extensions by Grantee in writing. Any portion of the Retained Improvements not removed within the time provided for herein, including any portion on the remaining property of Seller, shall have title immediately vest in Williamson County, Texas, for all the same consideration recited above, and shall be subject to removal by Grantee, its agents, contractors or assigns without further notice or action required.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2015.

[signature pages follow]

GRANTOR:

Rob A. Tucker

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____,
2015 by Rob A. Tucker, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

GRANTOR:

Shannon Tucker

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2015 by Shannon Tucker, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

EXHIBIT "E"

TEMPORARY CONSTRUCTION EASEMENT

CR 258 Reconstruction Project

KNOW ALL PERSONS BY THESE PRESENTS:

That ROB A. TUCKER and SHANNON TUCKER (hereafter referred to as "Grantor"), whether one or more, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid by Williamson County, Texas, the receipt of which is hereby acknowledged, does hereby grant to the WILLIAMSON COUNTY, TEXAS, its agents, contractors, successors and assigns (referred to as "Grantee"), a temporary construction easement for the purpose of installing, constructing and/or reconstructing drainage culvert, roadway improvement and related facilities within the adjacent CR 258 right of way owned by Grantee ("Project"), in, along, upon and across the property described in Exhibit "A" ("the Property") as necessary to carry out the purposes of this easement. The construction and/or removal of any improvements upon the adjacent property of Grantee shall be in the location of, subject to, and shall comply with any notes, details, specifications or other requirements or restrictions as shown on the plan sheets attached as Exhibit "A" and incorporated herein. No permanent improvements shall be constructed upon the Property owned by Grantor.

The parties agree further as follows:

Following completion of the use of the temporary construction easement area described in Exhibit "A", Grantee shall at its expense and within ninety (90) days of completion of its use restore any portion of the Property injured or damaged by Grantee's use of the Property and activities thereon, including specifically landscaping, irrigation, parking, pavement, or vegetation, as closely as possible to substantially the same condition or better than existed previous to Grantee's entry upon the Property, taking into consideration the use and purposes to which the Property is to be put, and the future uses by Grantor.

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 all interest conveyed shall terminate on the earlier of: (a) the expiration of three (3) months after the date of first entry upon the Property for the purposes set out herein, or (b) on the date of completion of construction of the Project, whichever occurs first.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.

At no time during the grant of this easement shall Grantor be denied reasonable use of the existing driveway ingress and egress to its remaining property for the purposes to which the parent tract is currently being put, unless there is an agreement between Grantor and Grantee in advance, or until the relocated driveway improvements to be constructed by Grantee pursuant to the terms of that certain Real Estate Contract are completed or otherwise available for use.

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 ____ day of _____, 2015.

GRANTOR:

Rob A. Tucker

Shannon Tucker

Acknowledgment

State of Texas §
 §
County of _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2015 by Rob A. Tucker and Shannon Tucker, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas