

OFF ROW WORK

<u>DATE</u>	<u>NAME</u>	<u>MAIL ADDRESS</u>	<u>LOCATION OF WORK BEING DONE</u>	<u>BRIEF DESCRIPTION OF WORK</u>	<u>PRCT.</u>
5/10/2016	Viola Scruggs	1551 CR 481 Thrall, TX 76578	CR 481	Shaping & Grading of drainage channel on property to allow better conveyance of storm water. Work to last aprx. 1 week	4

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Viola Scruggs, hereafter referred to as Grantor, 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 as part of the proposed CR 481 roadway improvements to the property of Grantor, and any associated clearing, tree, plant or other improvement removal, grading and drainage 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, unless otherwise stated in Exhibit "A".

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, 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, and all final disposal of piled material including but not limited to brush, trees, and fence materials, cleared within the temporary construction easement, shall be the responsibility of the Grantor, Grantor's successors, and assigns.

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 22nd
day of April, 2016.

Viola Scruggs
By: Viola Scruggs
Its: owner

Acknowledgment

State of Texas §
 §
County of Williamson §

This instrument was acknowledged before me on this the 22nd day of April, 2016
by Viola Scruggs, in the capacity and for the purposes and consideration
recited herein.

Lydia Linden
Notary Public, State of Texas



