

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

STATE OF TEXAS

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§

COUNTY OF WILLIAMSON

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Parcel No.: 17TCE

Project: CR 255

This Temporary Construction Easement Agreement (the "Agreement") between **WILLIAMSON COUNTY, TEXAS** (the "County"), and **VALE BUILDING GROUP LLC** (the "Grantor" whether one or more), grants to the County, its contractors, agents and all others deemed necessary by the County, a temporary right to possession and use of portions of the Grantor's property for the purpose of constructing the County Road 255 expansion project and related appurtenances, channel, drainage and culvert improvements, traffic detour and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat map or other description (attached as "**Exhibit "A"**") and made a part of this Agreement by reference (the "Property").

1. For the consideration from the County in carrying out the construction obligations of this Agreement, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells and conveys to the County the temporary right of entry and possession and use of the Property for the purpose of constructing channel and drainage improvements and appurtenances thereto, and temporary traffic control detour. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project, and shall be in accordance with the plans and specifications as shown on **Exhibit "B"** attached hereto and incorporated herein. This Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others reasonably deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of utilities on the Property, if any.
2. Following completion of work within the Property as described herein, if County has removed or damaged improvements, herbage, or planted landscaping within said easement area or otherwise on Grantor's property outside of the construction plans and specifications attached hereto, County shall at its expense restore properties injured by County's activities as closely as commercially possible to substantially the same condition as existed previous to County's entry upon the particular property, taking into account the proposed improvement construction plans as described herein.

No existing trees shall be removed from the fifteen foot (15') additional workspace area adjacent to the platted drainage/channel easement area as shown on Exhibits A-B. Trees required to be removed in order to accomplish the channel construction plan improvements as shown in Exhibit B shall be removed from the designated drainage/channel easement area only.

3. To the extent allowed by law, County 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 County's agents or employees in the course of their employment in carrying out the purposes of this Easement.
4. This Agreement shall terminate and all use rights and improvements within this limited portion of the Property shall revert to the Grantor, their heirs, and assigns, and all interest conveyed herein shall cease on the expiration of the earlier of: (i) twenty-four (24) months from the date of first entry upon the Property for the purposes set out herein; (ii) on the date of completion of construction and acceptance of the Roadway Construction Project facilities upon the Property; or (iii) December 31, 2027.
5. The undersigned Grantor agrees to pay as they become due, all unpaid ad valorem property taxes and special assessments assessed against Property as of the Effective Date.
6. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.
7. It is agreed the County will record this document.
8. Other conditions: N/A
8. At no time during the possession of the Property by County for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land for its currently proposed uses, unless otherwise agreed to in writing in advance.

[signature pages follow]

GRANTOR:

VALE BUILDING GROUP LLC

By: Edwin Vale Jr

Name: Edwin Vale Jr

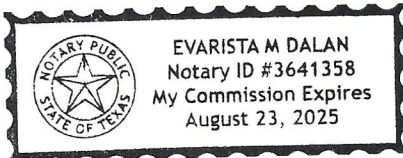
Its: _____

ACKNOWLEDGMENT

STATE OF Texas

COUNTY OF Williamson

This instrument was acknowledged before me on August 19, 2024
by Edwin Vale Jr., in the capacity and for the purposes and consideration
recited herein.



Evarista M. Dalan

Notary Public, State of Texas

COUNTY:

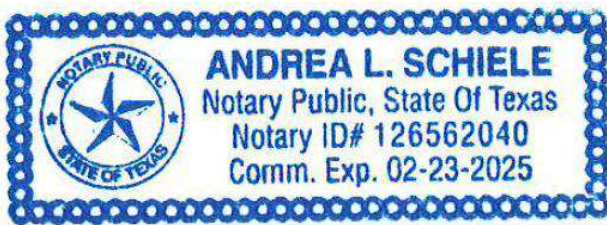
WILLIAMSON COUNTY, TEXAS

By Bill Gravell, Jr.
Bill Gravell, Jr. (Aug 28, 2024 10:44 CDT)
Bill Gravell, Jr.
County Judge

ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF WILLIAMSON**

This instrument was acknowledged before me on Aug 28, 2024
by Bill Gravell, Jr., Williamson County Judge, in the capacity and for the purposes and
consideration recited herein.



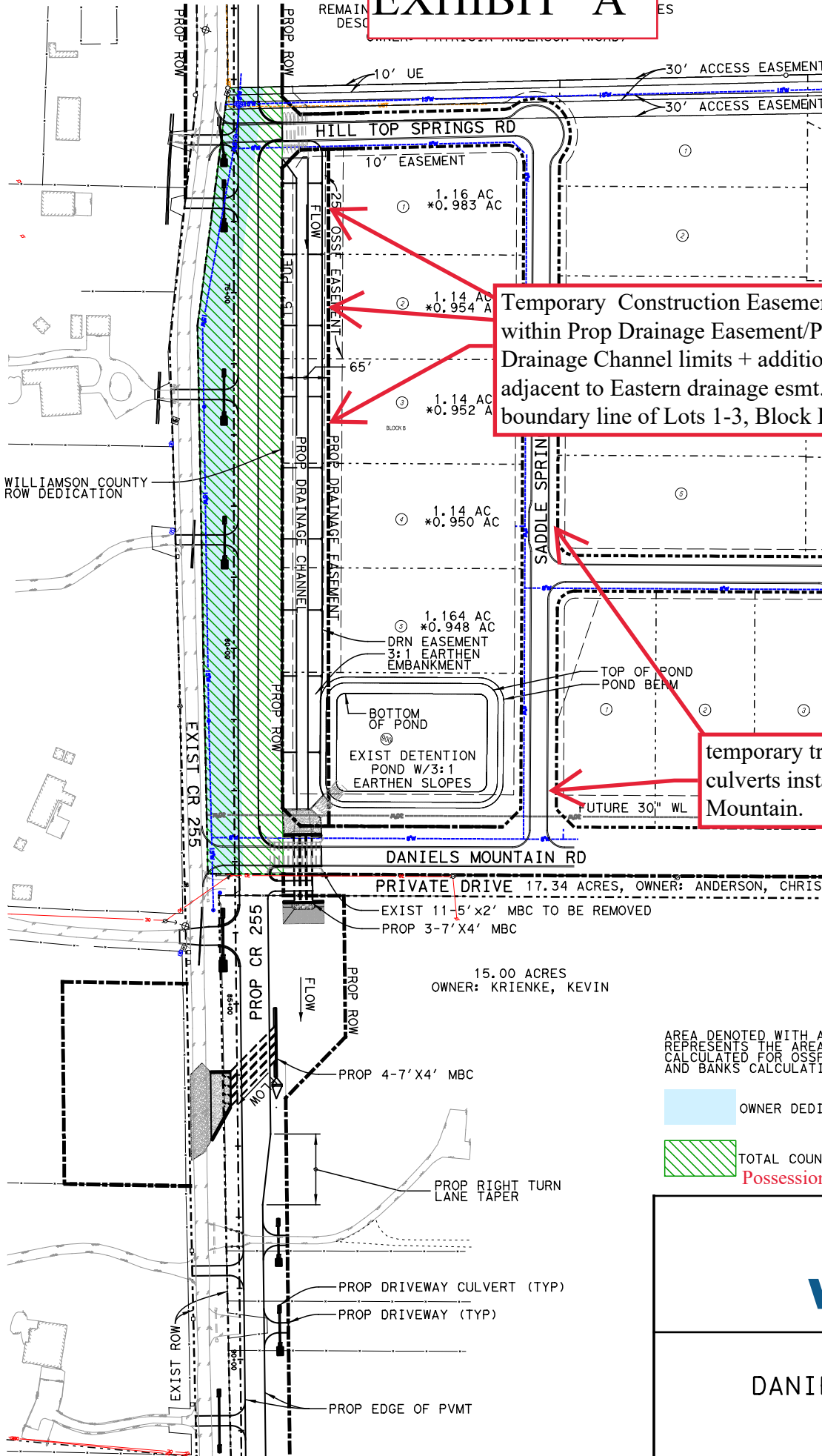
Andrea L. Schiele

Notary Public, State of Texas

EXHIBIT "A"



0 100 200
SCALE: 1" = 200'



Temporary Construction Easement
within Prop Drainage Easement/Prop
Drainage Channel limits + additional 15'
adjacent to Eastern drainage esmt.
boundary line of Lots 1-3, Block B

temporary traffic detour when new
culverts installed under Daniels
Mountain.

AREA DENOTED WITH AN "*" REPRESENTS THE AREA CALCULATED FOR OSSF BED AND BANKS CALCULATIONS

- OWNER DEDICATED ROW (1.28 AC)
- TOTAL COUNTY REQUESTED (2.76 AC)
Possession & Use Area



CR 255
DANIELS MOUNTAIN
EXHIBIT

0 50 100
 H SCALE: 1" = 100'
 V SCALE: 1" = 10'

LEGEND

- DITCH FLOWLINE
- - - - - EXIST CONTOUR
- ===== EXIST ROW
- EXIST TOPOGRAPHY
- EXIST UTILITY
- EXIST OH UTILITY
- EXIST CULVERTS
- PROP ROADWAY
- PROP WINDMILLS/CONTOURS
- PROP CULVERT
- PROP ROW

EXHIBIT "B-2"

USER: eguierrez
DATE: 1/25/2024 3:17
SCRIPT: pwz\server.slg-eng.com\Slg-ds\Documents\WILCO302-CR255-CR289\Design_Data4 - Design\Miscellaneous\CR255_jplot.pen
FILE: pwz\server.slg-eng.com\Slg-ds\Documents\WILCO302-CR255-CR289\Design_Data4 - Design\Plan_Sel02.TCP\CR255_TCP_PH1A_CULV_2A_DET.dgn

