

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

**Temporary Construction Easement  
West Travis County Public Utility Agency**

**Date:** \_\_\_\_\_

**Grantor:** City of Bee Cave Texas

**Grantor's Address:** 4000 Galleria Pkwy, Bee Cave, Texas, 78738-6370

**Grantee:** West Travis County Public Utility Agency (WTCPUA), a publicly owned Water and Wastewater Utility Company and a political subdivision in the State of Texas

**Grantee's Address:** 13215 Bee Cave Pkwy, Building B, Ste 110, Bee Cave, Travis County, Texas 78738

**Consideration:** Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

**Temporary Construction Easement Property:** A tract of land consisting of 0.61 acres more or less, situated in Travis County, Texas, and described in the attached **Exhibit A**, which is incorporated in and made a part of this instrument for all purposes ("Property").

**Term:** The term of this agreement and easement ("Temporary Construction Easement" or "Easement") shall be from the date of execution by both parties through December 31, 2024. This Temporary Easement automatically terminates on the expiration date and becomes null and void. No written release by WTCPUA is required or necessary.

**Grant of Easement:** Grantor, for the Consideration, grants, conveys and warrants the temporary construction easement(s) and/or workspace(s) herein conveyed to Grantee, and to Grantee's successors and assigns, the exclusive right, privilege and easement to utilize the Property, for the purpose of temporary work space during the construction of the work as described in the Utility Pipeline and Right-of-Way Easement executed simultaneously with this Temporary Construction Easement, on, under, above, across, within and through properties adjacent to the Property ("Utility Facilities").

**TO HAVE AND TO HOLD** unto Grantee, its successors and assigns, for the purposes set forth herein. As further consideration for the payment made by Grantee hereunder, Grantor and Grantee further agree with respect to the Easement that:

- (a) **EXHIBIT A** describes the Easement, including any extra temporary construction easement(s) or workspace(s). **EXHIBIT A** is attached hereto and by this reference is made a part hereof for all purposes.
- (b) Deleted.
- (c) Grantor does hereby fully warrant the title to the Easement and will defend the same

against the lawful claims and demands of all persons whomsoever, including, without limitation, tenants on the Property, whether identified herein or not. Grantor shall receive payment hereunder in such proportion as the interest of Grantor bears to the full fee simple title to the Property encumbered by the Easement.

- (d) The rights herein granted are the temporary right, privilege and easement for use and access to the Utility Pipeline and Right-of-Way Easement as work space for movement, storage and staging of personnel, materials, supplies and equipment, and ingress and egress, to construct, install, inspect, and test Grantee's Utility Facilities. However, those portions of the Easement, if any, designated as temporary access road(s) shall be limited solely to ingress and egress for movement of personnel, materials, supplies and equipment for the purposes enumerated herein.
- (e) Grantee shall have the right of ingress to and egress from the Easement by means of adjacent public or private roadways, easements or rights-of-way owned, held or lawfully available to Grantee, including any other property over which Grantee has access rights.
- (f) The rights of Grantee with respect to the Easement shall commence upon Grantee's Notice of Start of Construction (which Grantee will send to Grantor) (the "Notice") commencing with the start of the initial construction of the Utility Facilities, to conduct such activities within the Easement as may be reasonably necessary, in Grantee's judgment, for the installation, laying, construction, inspection and testing of the Utility Facilities to be located within the Utility Pipeline and Right-of-Way Easement, and shall terminate upon the completion of Grantee's construction of the Utility Facilities or the date specified in the Terms paragraph on Page 1 of this Temporary Construction Easement. Any such activities that fall within a drainage way or swale shall be done in conformance with the City's ordinances, including any required permits or inspections, and any state or federal laws relating to environmental protections.
- (f) Grantor retains the right and may continue to use the Easement for any lawful purposes that do not directly interfere with Grantee's rights acquired hereunder; provided, however, that Grantor shall neither create nor maintain any reservoir or water impoundment, construct nor permit to be constructed any building, permanent or temporary structure, fixtures, excavation or other improvement or obstruction, on, over, under, above, across, within or through the Easement (for as long as it shall exist) which would directly interfere with the exercise by Grantee of the rights hereby conveyed and the safe and efficient conduct of Grantee's activities relating to the Utility Facilities. Grantee agrees to provide Grantor, either upon Grantor's request or at Grantee's option, a prior written determination that any particular exercise of the right to use the Easement by Grantor does not directly interfere with the safe and efficient exercise of Grantee's rights, which determination shall not be arbitrarily or unreasonably withheld or conditioned.
- (g) Subject to, and to the extent not inconsistent with, Grantee's rights under this Easement, after construction of the Utility Facilities, Grantee shall, to the extent practicable, relocate or replace with the same, like or better quality and at their

original locations or as near thereto as is reasonably practicable, all fences, roads, driveways, sidewalks, parking areas, irrigation systems, wells, septic tanks and septic drain fields, trees, landscaping, grasses, shrubbery, crops, improvements and Grantor's other used and useful property items which are compensable according to applicable Texas law, that Grantee damaged or caused to be removed, relocated or replaced from the Easement before or during construction of the Utility Facilities, and Grantee shall plant grass seed on all other land surfaces disturbed by the construction activities.

- (h) Subject to Grantee's rights hereunder and to the extent not inconsistent therewith, Grantee will restore the surface of all disturbed areas within the boundaries of the Easement to original contour and condition, as near as is reasonably practicable, to the extent the damage or disturbance of results from construction of the Utility Facilities. Grantee will also restore the surface of all disturbed areas of any existing or new access roads to its original contour and condition, as near as is reasonably practicable, to the extent utilized by Grantee or its agents and the damage or disturbance to which results from use by Grantee or its agents.
- (i) Grantee may assign its rights acquired under the provisions of this Easement in whole or in part.
- (j) This Easement incorporates and describes all of the grants, undertakings, conditions and consideration of the parties. Grantor, in executing and delivering this Easement, represents that Grantor has not relied upon any promises, inducements or representations of Grantee or its agents or employees, except as are expressly set forth herein.
- (k) Nothing contained herein shall be deemed or construed to be a merger, release, waiver, modification or amendment of any rights Grantee presently owns or holds, as reflected in the official records of the county where the Property is located.
- (l) This Easement may be executed in counterparts, all of which together shall constitute a single document.
- (m) The rights, benefits, burdens and obligations acquired or assumed under the provisions of this Easement shall inure to, benefit, bind and oblige Grantor, Grantee and their respective successors and assigns.

[Signature and acknowledgement on following page]

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Grantor

\_\_\_\_\_  
Printed name, title

**THE STATE OF TEXAS** §

**COUNTY OF \_\_\_\_\_** §

**BEFORE ME**, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public-State of Texas

**After recording, please return to:**

Lloyd Gosselink Rochelle & Townsend, PC  
816 Congress Avenue, Suite 1900  
Austin, Texas 78701  
Attn: Lauren Kalisek

**EXHIBIT A**

**DESCRIPTION OF THE  
TEMPORARY CONSTRUCTION EASEMENT**

Attached to and made a part of that certain TEMPORARY CONSTRUCTION  
EASEMENT dated \_\_\_\_\_, 20\_\_\_\_, by and  
between CITY OF BEE CAVE, TEXAS as Grantor, and WEST TRAVIS COUNTY  
PUBLIC UTILITY AGENCY, as Grantee.