

Agreement for Temporary Construction Easement

Date: _____

Grantor: Belton Independent School District

Grantor's Mailing Address: 400 N. Wall Street
Belton, TX 76513 (Bell County)

Grantee: The City of Temple, Texas, a home rule municipality

Grantee's Mailing Address: 2 N Main Street
Temple, TX 76501 (Bell County)

Easement Property: Being (1) a 0.3274 acre tract and (2) a .6980 acre tract, both situated in the Nancy Chance Survey, Abstract 5, Bell County, Texas, embracing a portion of a called 27.717 Acre tract conveyed as Tract Two to Belton Independent School District in Document No. 2022026002, Official Public Records of Real Property, Bell County, Texas, and being more particularly described by metes and bounds in Exhibit A attached to this agreement and by this reference incorporated within it.

Easement Purpose: The purpose of this easement is to provide Grantee, its employees, representatives, and contractors reasonable pedestrian and vehicular ingress and egress across the Easement Property to perform the installation and construction of certain water line improvements (collectively, the "Facilities") within the area described by metes and bounds in Exhibit A. The Facilities shall be buried at such a depth and constructed in such a way that the surface remains usable by Grantor and that vehicular traffic will not affect the integrity or functioning of the Facilities. The Facilities shall be installed, buried, and maintained under the surface of the Easement Property only, with no portion visible above ground. The Facilities shall be professionally designed.

Consideration: Good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee an easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee for the duration set forth below. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, when the claim is by, through or under Grantor but not otherwise and except as to the Reservations from Conveyance and Exceptions to Warranty.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement is nonexclusive. The City shall restore the surface of the Easement Property after completion of construction.

2. *Duration of Easement.* The duration of the Easement is temporary. The Easement shall expire and revert to Grantor upon the earlier of (a) the completion of the City's planned construction of the Facilities or (b) eighteen (18) months from the date construction begins on the Easement Property (the "Construction Start Date").

3. *Reservation of Rights.* City's right to use the Easement Property is nonexclusive, and Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement Property in conjunction with City as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement Property by City for the Easement Purpose, and the right to convey to others the right to use all or part of the Easement Property in conjunction with City, as long as such further conveyance is subject to the terms of this agreement.

4. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

5. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

6. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

7. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

8. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

9. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any

remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

10. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

11. *Entire Agreement.* This agreement and any exhibits are the entire agreement of the parties concerning the Easement Property, and the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of any agent of the other party, that are not expressly set forth in this agreement and any exhibits.

12. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

13. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

14. *Time.* Time is of the essence. Unless otherwise specified, all references to “days” mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

Signatures to follow.

GRANTOR:

BELTON INDEPENDENT SCHOOL DISTRICT

Name, Title (if applicable)

STATE OF TEXAS §
COUNTY OF BELL §

This instrument was acknowledged before me on the ____ day of _____, 202__, by
[NAME] as [TITLE] of **Belton Independent School District**.

Notary Public, State of Texas

GRANTEE:

THE CITY OF TEMPLE, TEXAS

Brynn Myers, City Manager

APPROVED AS TO FORM:

City Attorney's Office

STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me on the ____ day of _____,
202__, by **Brynn Myers**, as City Manager of the City of Temple, Texas.

Notary Public, State of Texas