

## TEMPORARY DRAINAGE EASEMENT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS    §  
  §  
COUNTY OF DENTON    §

**KNOW ALL MEN BY THESE PRESENTS:**

THAT, the **City of Denton, Texas**, a Texas Municipal Corporation (the "City" or "Grantor"), for and in consideration of the sum of ONE DOLLAR and NO CENTS (\$1.00) and other good and valuable consideration to Grantor paid by Justland Development, LLC, a Texas limited liability company, whose principal place of business is located at 4440 Bentwood Drive, College Station, Texas 77845 ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, does by these presents grant, bargain, sell and convey to the Grantee, the free and uninterrupted use, liberty, and privilege of passage, in, along, upon and across certain property, owned by Grantor and situated at A0055a J. Brock, Tr 36, R33447, more commonly known as 1000 Ruddell St., Denton, Texas, and being more particularly described in and depicted on **Exhibit "A"** and **Exhibit "B"** both of which are attached hereto and made a part hereof by reference as if fully set forth herein (the "Easement Property"), for a period as defined below and not to exceed three (3) years from the Effective Date of this easement.

The easement rights granted herein shall continue from the Effective Date of this easement until the earlier of the following (the "Effective Term"):

- A. Construction of the permanent Ruddell Street Extension Stormwater System Project, a 2014 Bond Program project, is completed and the Temporary Drainage Facilities specified below are replaced with permanent connections to the Ruddell Street Extension Stormwater System; or
- B. Three (3) years from the effective date of this easement.

Upon the occurrence of the earlier of the above conditions, this easement shall ipso facto terminate and all rights shall revert to Grantor. Grantee shall have sixty (60) days following the termination of this easement to remove all Temporary Drainage Facilities from the Easement Property and restore the property to its "before" condition, acceptable to the City.

It is further agreed that Grantee will have the right to complete the construction of the below described Temporary Drainage Facilities and maintain same (including cutting of vegetation adjacent to the temporary stormwater facilities and erosion control) during the Effective Term.

The easement rights granted herein are for the purpose of constructing, installing, repairing, and maintaining a Temporary Sediment Control and Storm Drain Outfall as identified on Exhibit B ("Temporary Drainage Facilities") and for the flow of water from the Temporary Drainage Facilities over the Easement Property, said Temporary Drainage Facilities to be located in, along, upon and across said Easement Property, with the right and privilege of Grantee herein, its agents,

employees, workmen and representatives to have ingress, egress, and regress in, along, upon and across the Easement Property for the purpose of constructing, installing, repairing, maintaining, and removing the Temporary Drainage Facilities or any parts thereof.

Grantor shall have no obligation to construct or maintain the Temporary Drainage Facilities but reserves the right to construct such infrastructure improvements upon and utilize the Easement Property so long as such actions do not unreasonably interfere with the rights granted herein.

The grant of easement rights hereunder is made subject to any of the following as they relate to the Easement Property: (i) any and all restrictions, covenants, easements, tenancies, and other encumbrances of whatsoever nature and (ii) all zoning laws, regulations and ordinances of municipal and other governmental authorities. The easement for the Easement Property as provided for herein is made on an “**AS IS**” basis, and Grantee expressly acknowledges that, in consideration of the agreements of Grantor, Grantor **MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW.**

Grantee, at its sole cost and expense, shall perform all work necessary in connection with the Temporary Drainage Facilities (the “Work”) in a good and workmanlike manner in conformance with sound and acceptable engineering practices as expeditiously as possible. In performing the Work or causing the Work to be performed, Grantee shall make adequate provisions for the safety and convenience of Grantor, its agents, representatives, employees, licensees, and invitees, and shall cause all of the Work to be cleaned up promptly in order to minimize disruption or inconvenience. Grantee shall at all times construct, keep, maintain, use, operate or remove the Temporary Drainage Facilities in a safe manner and in full compliance with all applicable federal, state, municipal, or other laws, statutes, codes, restrictions, regulations, ordinances and orders.

**GRANTEE AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS EMPLOYEES, OFFICERS, OFFICIALS, AGENTS, SUCCESSORS, AND ASSIGNS FROM ANY AND ALL COSTS GRANTEE MAY INCUR AS A CONSEQUENCE OF GRANTEE’S USE OF THE EASEMENT PROPERTY AND/OR WORK RELATED TO THE TEMPORARY DRAINAGE FACILITIES AND AGREES TO ASSUME ALL RISKS ARISING THEREFROM, INCLUDING, BUT NOT LIMITED TO, DAMAGES OR CLAIMS ARISING FROM THE FLOODING OF PROPERTIES ADJACENT TO THE EASEMENT PROPERTY DUE TO GRANTEE’S EXERCISE OF EASEMENT RIGHTS. GRANTEE ADDITIONALLY AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS EMPLOYEES, OFFICERS, OFFICIALS, AGENTS, SUCCESSORS AND ASSIGNS FROM ANY AND ALL DAMAGES, CLAIMS OR LIABILITY OF ANY KIND WHATSOEVER AND BROUGHT BY ANY PARTY OR THIRD PARTY ASSOCIATED WITH DENIAL OF ANY REQUESTED PERMIT OR CERTIFICATE OF OCCUPANCY OR WITH THE CONSTRUCTION OF ANY TEMPORARY DRAINAGE FACILITIES CONTEMPLATED HEREIN, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH.**

Grantee shall provide or cause to be provided the insurance described below for the Work, and shall maintain such insurance until such Temporary Drainage Facilities are removed and the site restored, except as otherwise required by this Section.

- A. Prior to the commencement of the Work, Grantee shall furnish the City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. A copy of the endorsements or other policy provisions adding the City as an additional insured to the insurance policies, endorsements providing the City thirty (30) days written notice of cancellation or material change in coverage, and all waivers of subrogation shall be attached to the certificate(s) of insurance. Upon request, certified copies of the insurance policies shall be furnished to the City. The City's acceptance of documents that do not reflect the required insurance, or the City's failure to request insurance documents, shall not constitute a waiver of the insurance requirements set forth in this easement.
- B. In the event any insurance required by this easement is cancelled, the easement will immediately terminate, triggering the termination provisions herein.
- C. Grantee shall provide the City thirty (30) days written notice of any cancellation, non-renewal, or material change in policy terms or coverage, and the policies shall be endorsed to provide the City such notice.
- D. All insurance policies shall be written by an insurer authorized to do business in Texas and with companies with a VIII or better rating in accordance with the current Best's Key Rating Guide, or with such other financially sound insurance carriers approved by the City.
- E. All insurance policies, with the exception of the worker's compensation policy, shall be endorsed to name the City, its officials, employees, agents and volunteers as additional insured on the policies. The additional insured coverages shall apply as primary insurance with respect to any other insurance or self-insurance programs maintained by the City, its officials, employees, agents and volunteers. A copy of each endorsement shall be provided to the City as evidence of coverage.
- F. All insurance policies shall be endorsed with a waiver of subrogation in favor of the City, its officials, employees, agents and volunteers. A copy of each endorsement shall be provided to the City.
- G. All insurance policies shall be written on an occurrence basis where commercially available.
- H. During the Effective Term of this Temporary Drainage Easement, Grantee shall report, in a timely manner, to the City any known loss or occurrence which has caused, or may cause in the future, bodily injury or property damage.
- I. Required Insurance Coverages:
  - a. **Commercial General Liability Insurance:** Grantee shall maintain commercial general liability (CGL) insurance with a limit of not less than one million dollars (\$1,000,000) each occurrence with a two million dollars (\$2,000,000) aggregate. This insurance shall cover liability, including, but not limited to, liability arising from premises, operations, the Work performed by Grantee within the Easement Area, Temporary Drainage Facility operations, contractual liability, broad form property damage, and independent contractors.

- b. **Environmental Impairment (or Pollution Liability) Insurance:** Grantee shall maintain environmental impairment or pollution liability insurance with a limit of not less than five million dollars (\$5,000,000). Such coverage shall not exclude damage to the Easement Property. If coverage is written on a claims-made basis, Grantee shall maintain continuous coverage or purchase tail coverage for four (4) years following the expiration or termination of this Temporary Drainage Easement. Coverage shall apply to sudden and accidental pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, chemicals, liquids or gases, waste material or other irritants, contaminants or pollutants. Where commercially available, Grantee shall also maintain such coverage for gradual pollution incidents.
- c. **Automobile Liability Insurance:** Grantee shall maintain automobile liability insurance with a limit of not less than one million dollars (\$1,000,000) each accident. Such insurance shall cover liability arising out of any automobile utilized by Grantee in its operations regarding the Easement Property (including owned, non-owned, and hired automobiles).
- d. **Worker's Compensation Insurance:** Grantee shall maintain worker's compensation and employer's liability insurance. The worker's compensation limits shall be as required by statute and employer's liability limits shall not be less than one million dollars (\$1,000,000) each accident for bodily injury by accident and one million dollars (\$1,000,000) each employee for bodily injury by disease.
- e. **Excess (or Umbrella) Liability Insurance:** Grantee shall maintain excess (or umbrella) liability insurance with a limit of not less than twenty-four million dollars (\$24,000,000) per occurrence with a twenty-four million dollar (\$24,000,000) aggregate. Such insurance shall be in excess of the commercial general liability insurance, automobile liability insurance and employer's liability insurance as specified above.

**TO HAVE AND TO HOLD** unto the said Justland Development, LLC as aforesaid for the purposes and during the time as above described.

**Witness** my hand to be effective this \_\_\_\_ day of \_\_\_\_\_, 2016 (“Effective Date”)

**GRANTOR:**

**THE CITY OF DENTON, TEXAS:**

By: \_\_\_\_\_  
HOWARD MARTIN  
INTERIM CITY MANAGER

THE STATE OF TEXAS     }  
COUNTY OF DENTON     }

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2016,  
by Howard Martin, Interim City Manager, on behalf of the City of Denton, Texas.

\_\_\_\_\_  
Notary Public, State of Texas

**GRANTEE:**

**JUSTLAND DEVELOPMENT, LLC:**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

THE STATE OF TEXAS     }  
COUNTY OF DENTON     }

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2016,  
by \_\_\_\_\_, \_\_\_\_\_, on behalf of Justland Development, LLC.

\_\_\_\_\_  
Notary Public, State of Texas

**APPROVED AS TO LEGAL FORM:**  
ANITA BURGESS, CITY ATTORNEY

BY: \_\_\_\_\_

# **EXHIBIT "A"**

## **PAGE 1 OF 2**

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE J. BROCK SURVEY, ABSTRACT NUMBER 55, CITY OF DENTON, DENTON COUNTY, TEXAS, BEING PART OF A CALLED TRACT TWO, 17.251 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO THE CITY OF DENTON, RECORDED IN COUNTY CLERK DOCUMENT NUMBER 2003-R0053036, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, AND BEING A VARIABLE WIDTH TEMPORARY DRAINAGE EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON PIN SET WITH A YELLOW PLASTIC CAP STAMPED "10023300" AT THE SOUTHWEST CORNER OF SAID CITY OF DENTON TRACT, BEING THE NORTH WEST CORNER OF A TRACT DESCRIBED IN A DEED TO MARGARET LOVETTE, RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 00-R0086631, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS AND ON EAST RIGHT-OF-WAY LINE OF RUDELL STREET.

THENCE NORTH 00 DEGREES 45 MINUTES 08 SECONDS EAST WITH THE WEST LINE OF SAID CITY OF DENTON TRACT AND WITH THE EAST RIGHT-OF-WAY LINE OF RUDELL STREET, A DISTANCE OF 447.98 FEET TO A POINT FOR A CORNER.

THENCE NORTH 89 DEGREES 55 MINUTES 00 SECONDS EAST, A DISTANCE OF 428.18 FEET TO A 1/2 INCH IRON PIN FOUND ON THE EAST LINE OF SAID CITY OF DENTON TRACT BEING THE NORTHWEST CORNER OF SAID LOVETTE TRACT.

THENCE SOUTH 00 DEGREES 13 MINUTES 09 SECONDS WEST, WITH THE EAST LINE OF SAID CITY OF DENTON TRACT AND THE WEST LINE OF SAID LOVETTE TRACT, A DISTANCE OF 443.40 FEET TO A 1/2 INCH IRON PIN SET WITH A YELLOW PLASTIC CAP STAMPED "10023300" AT THE SOUTHEAST CORNER OF THE SAID CITY OF DENTON TRACT AND THE INNER ELL CORNER OF SAID LOVETT TRACT.

THENCE SOUTH 89 DEGREES 18 MINUTES 56 SECONDS WEST, WITH THE SOUTH LINE OF SAID CITY OF DENTON TRACT AND THE NORTH LINE OF SAID LOVETT TRACT A DISTANCE OF 432.40 FEET TO THE POINT OF BEGINNING AND CONTAINING IN ALL 4.402 ACRES OF LAND.

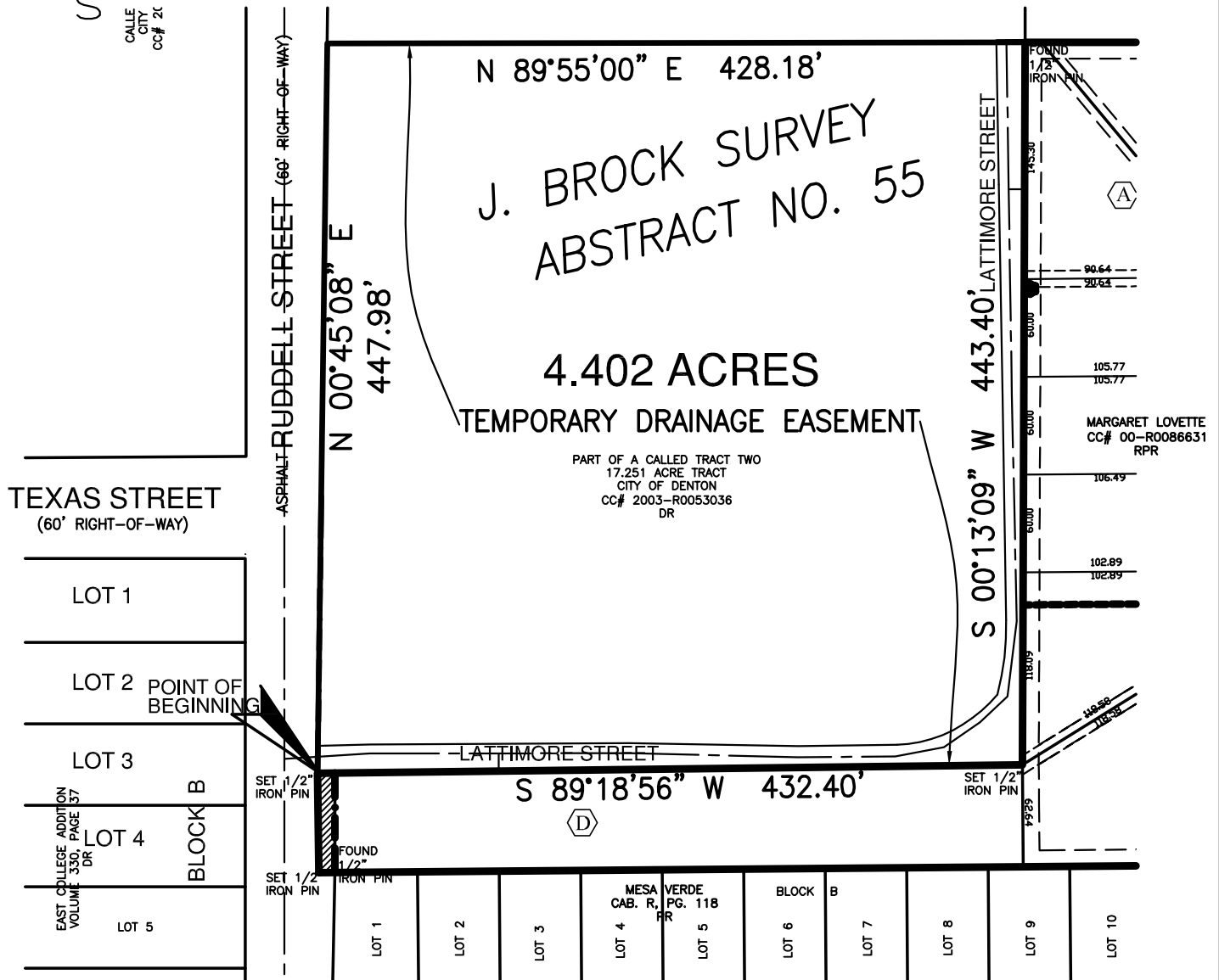
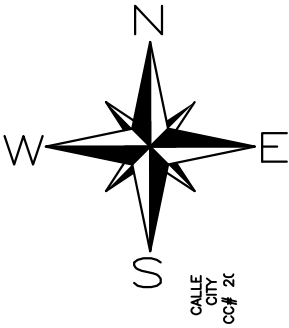
FIRM #10023300



A handwritten signature in blue ink, appearing to read "B.G. Shelton", located below the surveyor's seal.

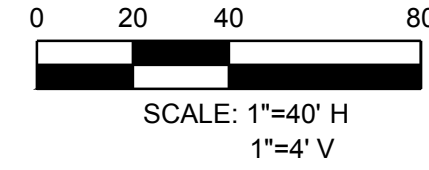
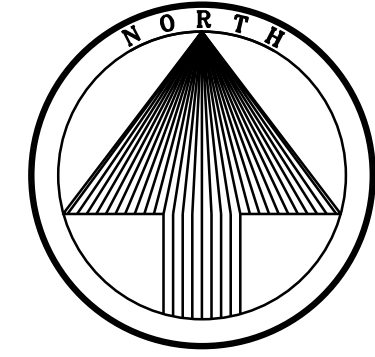
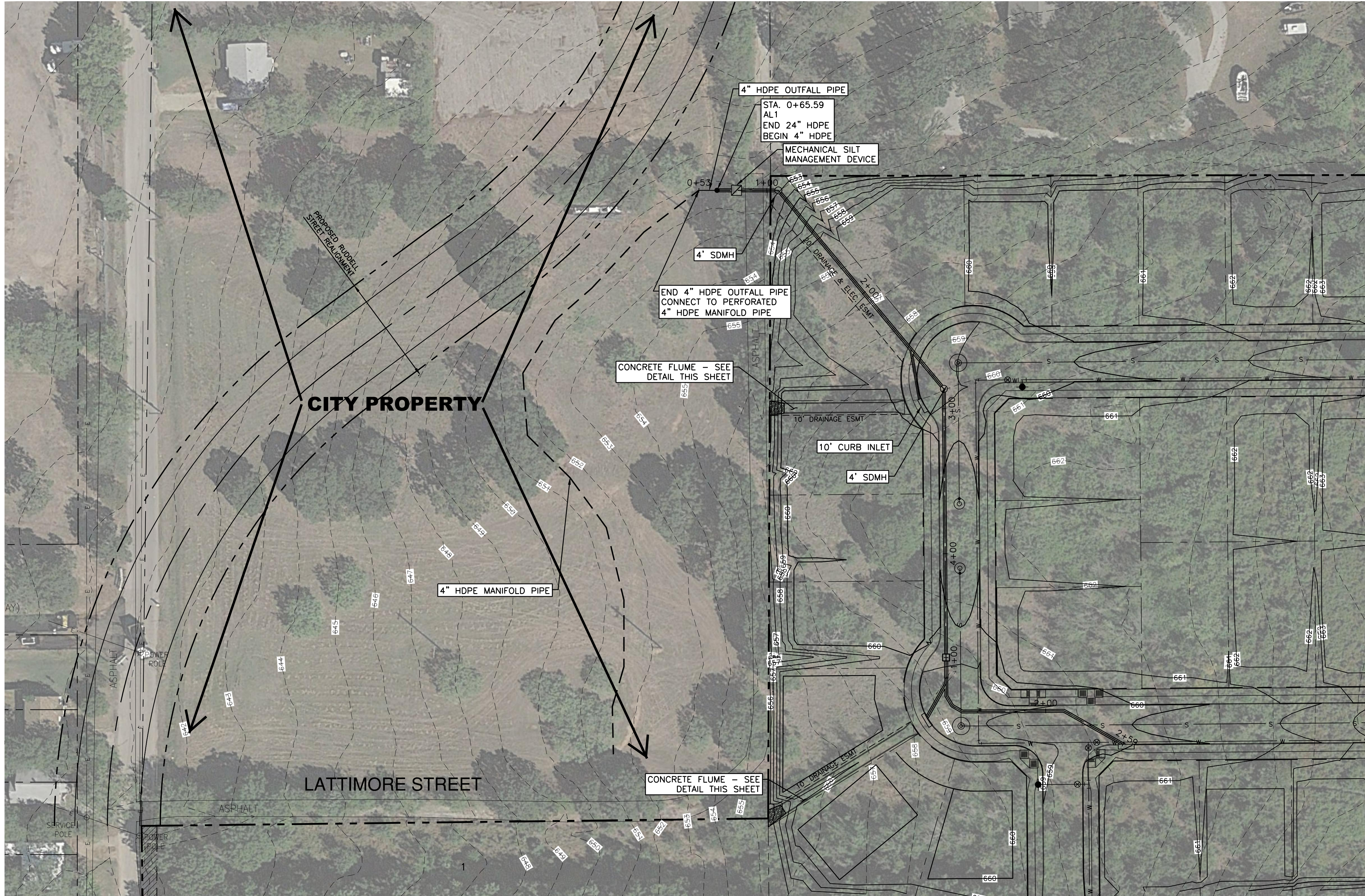
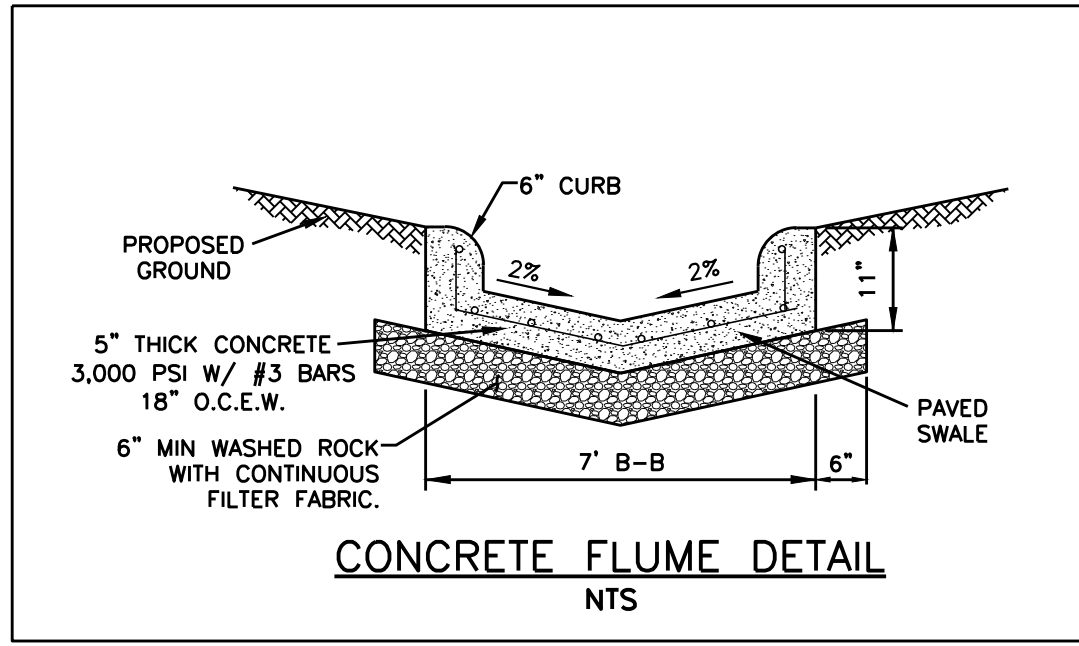
# EXHIBIT 'A'

PAGE 2 OF 2



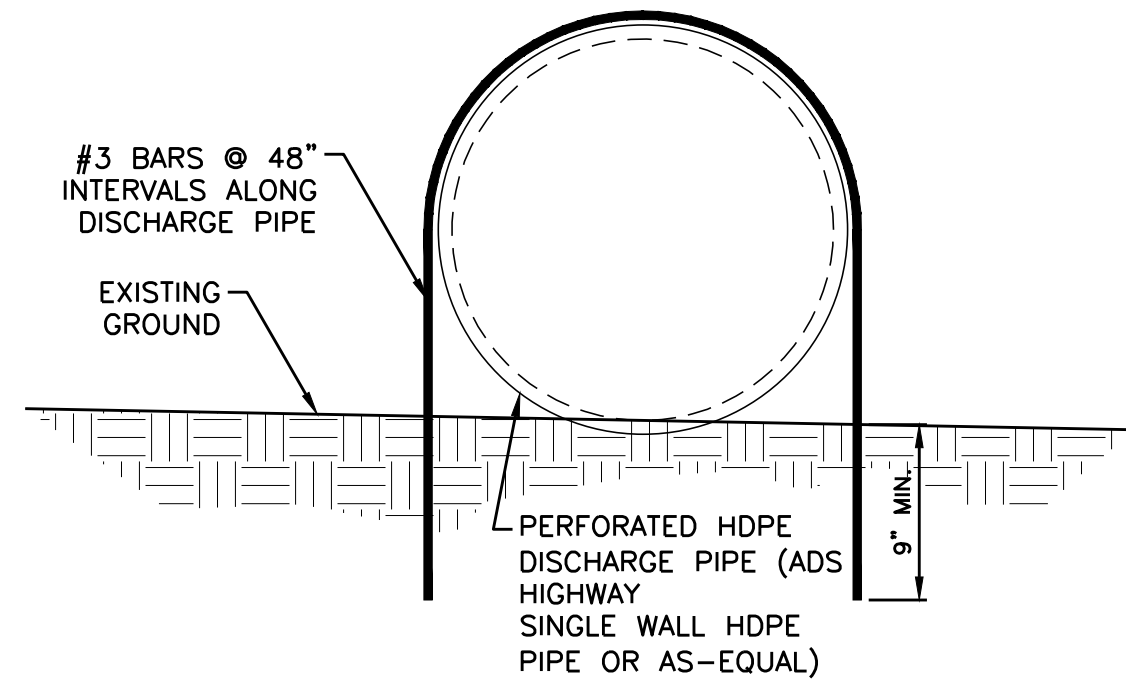


Plotted By: Justin Moeller  
Plot Date: Thursday, August 04, 2016 3:48:29 PM  
Plot Style: Tablet Allison.ctb  
Save Date: Thursday, August 04, 2016 3:24:56 PM  
File Name: P:\Projects\GEL1501 - Meadow Oaks Ph 3\DWG\Exhibits\2016-07-28 FP STORMCEPTOR.dwg



LEGEND

- LOT LINE
- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED WATER
- PROPOSED SANITARY SEWER



PERFORATED HDPE DISCHARGE  
PIPE ANCHOR DETAIL  
N.T.S.

EXHIBIT B

REV. 1
REV. 2
REV. 3
REV. 4
REV. 5
REV. 6
REV. 7
REV. 8
REV. 9
REV. 10

4401 N. 135, SUITE 102  
DALLAS, TEXAS 75247  
Phone (940) 380-9433  
FAX (940) 380-9431  
Texas Board of  
Professional Engineers  
Registration Number: F-7898  
info@ee-gp.com

**Allison Engineering Group**  
*Planning Communities - Designing the Systems that Serve Them*

Drawn by: JRM  
Checked by: LAH

McCLINTOCK HOMES  
FINAL PLAT  
**MEADOW OAKS - PHASE 4**  
CITY OF DENTON, DENTON COUNTY, TEXAS

TEMPORARY SEDIMENT CONTROL AND STORM DRAIN OUTFALL EXHIBIT

Job: GEL1501  
SHEET  
**EX-SD**



## TEMPORARY CONSTRUCTION ACCESS EASEMENT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS    §  
  §  
COUNTY OF DENTON    §

### KNOW ALL MEN BY THESE PRESENTS:

THAT, the **City of Denton, Texas**, a Texas Municipal Corporation (the "City" or "Grantor"), for and in consideration of the sum of ONE DOLLAR and NO CENTS (\$1.00) and other good and valuable consideration to Grantor paid by Justland Development, LLC, a Texas limited liability company, whose principal place of business is located at 4440 Bentwood Drive, College Station, Texas 77845 ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, does by these presents grant, bargain, sell and convey to the Grantee, the free and uninterrupted use, liberty, and privilege of passage, in, along, upon and across a twenty foot (20') wide strip on certain property, owned by Grantor and situated at A0055a J. Brock, Tr 36, R33447, more commonly known as 1000 Ruddell St., Denton, Texas, and being more particularly described in and depicted on **Exhibit "A"**, attached hereto and made a part hereof by reference as if fully set forth herein (the "Easement Property"), for a period as defined below and not to exceed one (1) year from the Effective Date of this easement.

The easement rights granted herein shall continue from the Effective Date of this easement until the earlier of the following (the "Effective Term"):

- A. Construction of the permanent public infrastructure improvements for the Meadow Oaks, Phase 4 subdivision is completed and accepted by Grantor; or
- B. One (1) year from the effective date of this easement.

Upon the occurrence of the earlier of the above conditions, this easement shall ipso facto terminate and all rights shall revert to Grantor. Grantee shall have sixty (60) days following the termination of this easement to remove all added materials, whether for construction or access, from the Easement Property and to restore the Easement Property to the same condition in which it existed prior to Grantee's use.

It is further agreed that Grantee will have the right to complete the construction of a Temporary Access Road within the Easement Property and maintain same during the Effective Term. Grantee shall stabilize and maintain the Easement Property during the Effective Term to protect against rutting and erosion.

The easement rights granted herein are for the purpose of access and construction activities to be located in, along, upon and across said Easement Property, with the right and privilege of Grantee herein, its agents, employees, workmen and representatives to have ingress, egress, and regress in, along, upon and across the Easement Property for the purpose of access and construction or any parts thereof. Grantee shall have the right, at Grantee's sole cost and expense, to trim or

remove trees or shrubbery within the Easement Property, to the extent it is necessary to prevent possible interference with the efficiency, safety, or operation of temporary access and/or the Temporary Access Road. Grantee's agrees that all construction traffic shall access Ruddell Street, and ultimately the Easement Property, from Mingo Road, avoiding the neighborhood to the south of the Easement Property.

Grantor shall have no obligation to construct within or maintain the Easement Property, or any temporary improvements constructed or desired by Grantee, but reserves the right to construct such infrastructure improvements upon and utilize the Easement Property so long as such actions do not unreasonably interfere with the rights granted herein.

The grant of easement rights hereunder is made subject to any of the following as they relate to the Easement Property: (i) any and all restrictions, covenants, easements, tenancies, and other encumbrances of whatsoever nature and (ii) all zoning laws, regulations and ordinances of municipal and other governmental authorities. The easement for the Easement Property as provided for herein is made on an "AS IS" basis, and Grantee expressly acknowledges that, in consideration of the agreements of Grantor, Grantor **MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW.**

Grantee, at its sole cost and expense, shall perform all work necessary in connection with the Temporary Access Road (the "Work") in a good and workmanlike manner in conformance with sound and acceptable engineering practices as expeditiously as possible. In performing the Work or causing the Work to be performed, Grantee shall make adequate provisions for the safety and convenience of Grantor, its agents, representatives, employees, licensees, and invitees, and shall cause all of the Work to be cleaned up promptly in order to minimize disruption or inconvenience. Grantee shall at all times construct, keep, maintain, use, operate or remove the Temporary Access Road in a safe manner and in full compliance with all applicable federal, state, municipal, or other laws, statutes, codes, restrictions, regulations, ordinances and orders.

**GRANTEE AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS EMPLOYEES, OFFICERS, OFFICIALS, AGENTS, SUCCESSORS, AND ASSIGNS FROM ANY AND ALL COSTS GRANTEE MAY INCUR AS A CONSEQUENCE OF GRANTEE'S USE OF THE EASEMENT PROPERTY AND/OR WORK RELATED TO THE TEMPORARY ACCESS ROAD AND AGREES TO ASSUME ALL RISKS ARISING THEREFROM, INCLUDING, BUT NOT LIMITED TO, DAMAGES OR CLAIMS ARISING FROM THE FLOODING OF PROPERTIES ADJACENT TO THE EASEMENT PROPERTY DUE TO GRANTEE'S EXERCISE OF EASEMENT RIGHTS. GRANTEE ADDITIONALLY AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS EMPLOYEES, OFFICERS, OFFICIALS, AGENTS, SUCCESSORS AND ASSIGNS FROM ANY AND ALL DAMAGES, CLAIMS OR LIABILITY OF ANY KIND WHATSOEVER AND BROUGHT BY ANY PARTY OR THIRD PARTY ASSOCIATED WITH DENIAL OF ANY REQUESTED PERMIT OR CERTIFICATE OF OCCUPANCY OR WITH THE CONSTRUCTION OF ANY TEMPORARY ACCESS ROAD CONTEMPLATED HEREIN, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH.**

Grantee shall provide or cause to be provided the insurance described below for the Work, and shall maintain such insurance until such temporary access road is removed and the site restored, except as otherwise required by this Section.

- A. Prior to the commencement of the Work, Grantee shall furnish the City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. A copy of the endorsements or other policy provisions adding the City as an additional insured to the insurance policies, endorsements providing the City thirty (30) days written notice of cancellation or material change in coverage, and all waivers of subrogation shall be attached to the certificate(s) of insurance. Upon request, certified copies of the insurance policies shall be furnished to the City. The City's acceptance of documents that do not reflect the required insurance, or the City's failure to request insurance documents, shall not constitute a waiver of the insurance requirements set forth in this easement.
- B. In the event any insurance required by this easement is cancelled, the easement will immediately terminate, triggering the termination provisions herein.
- C. Grantee shall provide the City thirty (30) days written notice of any cancellation, non-renewal, or material change in policy terms or coverage, and the policies shall be endorsed to provide the City such notice.
- D. All insurance policies shall be written by an insurer authorized to do business in Texas and with companies with a VIII or better rating in accordance with the current Best's Key Rating Guide, or with such other financially sound insurance carriers approved by the City.
- E. All insurance policies, with the exception of the worker's compensation policy, shall be endorsed to name the City, its officials, employees, agents and volunteers as additional insured on the policies. The additional insured coverages shall apply as primary insurance with respect to any other insurance or self-insurance programs maintained by the City, its officials, employees, agents and volunteers. A copy of each endorsement shall be provided to the City as evidence of coverage.
- F. All insurance policies shall be endorsed with a waiver of subrogation in favor of the City, its officials, employees, agents and volunteers. A copy of each endorsement shall be provided to the City.
- G. All insurance policies shall be written on an occurrence basis where commercially available.
- H. During the Effective Term of this Temporary Construction and Access Easement, Grantee shall report, in a timely manner, to the City any known loss or occurrence which has caused, or may cause in the future, bodily injury or property damage.
- I. Required Insurance Coverages:
  - a. **Commercial General Liability Insurance:** Grantee shall maintain commercial general liability (CGL) insurance with a limit of not less than one million dollars (\$1,000,000) each occurrence with a two million dollars (\$2,000,000) aggregate. This insurance shall cover liability, including, but not limited to, liability arising from premises, operations, the Work performed by Grantee within the Easement Area, temporary construction and access

operations, contractual liability, broad form property damage, and independent contractors.

- b. **Environmental Impairment (or Pollution Liability) Insurance:** Grantee shall maintain environmental impairment or pollution liability insurance with a limit of not less than five million dollars (\$5,000,000). Such coverage shall not exclude damage to the Easement Property. If coverage is written on a claims-made basis, Grantee shall maintain continuous coverage or purchase tail coverage for four (4) years following the expiration or termination of this Temporary Construction and Access Easement. Coverage shall apply to sudden and accidental pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, chemicals, liquids or gases, waste material or other irritants, contaminants or pollutants. Where commercially available, Grantee shall also maintain such coverage for gradual pollution incidents.
- c. **Automobile Liability Insurance:** Grantee shall maintain automobile liability insurance with a limit of not less than one million dollars (\$1,000,000) each accident. Such insurance shall cover liability arising out of any automobile utilized by Grantee in its operations regarding the Easement Property (including owned, non-owned, and hired automobiles).
- d. **Worker's Compensation Insurance:** Grantee shall maintain worker's compensation and employer's liability insurance. The worker's compensation limits shall be as required by statute and employer's liability limits shall not be less than one million dollars (\$1,000,000) each accident for bodily injury by accident and one million dollars (\$1,000,000) each employee for bodily injury by disease.
- e. **Excess (or Umbrella) Liability Insurance:** Grantee shall maintain excess (or umbrella) liability insurance with a limit of not less than twenty-four million dollars (\$24,000,000) per occurrence with a twenty-four million dollar (\$24,000,000) aggregate. Such insurance shall be in excess of the commercial general liability insurance, automobile liability insurance and employer's liability insurance as specified above.

**TO HAVE AND TO HOLD** unto the said Justland Development, LLC as aforesaid for the purposes and during the time as above described.

**Witness** my hand to be effective this \_\_\_\_ day of \_\_\_\_\_, 2016 (“Effective Date”)

**GRANTOR:**

**THE CITY OF DENTON, TEXAS:**

By: \_\_\_\_\_  
HOWARD MARTIN  
INTERIM CITY MANAGER

THE STATE OF TEXAS     }  
COUNTY OF DENTON     }

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2016,  
by Howard Martin, Interim City Manager, on behalf of the City of Denton, Texas.

\_\_\_\_\_  
Notary Public, State of Texas

**GRANTEE:**

**JUSTLAND DEVELOPMENT, LLC:**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

THE STATE OF TEXAS     }  
COUNTY OF DENTON     }

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2016,  
by \_\_\_\_\_, \_\_\_\_\_, on behalf of Justland Development, LLC.

\_\_\_\_\_  
Notary Public, State of Texas

**APPROVED AS TO LEGAL FORM:**  
ANITA BURGESS, CITY ATTORNEY

BY: \_\_\_\_\_

# **EXHIBIT "A"**

## **PAGE 1 OF 2**

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE J. BROCK SURVEY, ABSTRACT NUMBER 55, CITY OF DENTON, DENTON COUNTY, TEXAS, BEING PART OF A CALLED TRACT TWO, 17.251 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO THE CITY OF DENTON, RECORDED IN COUNTY CLERK DOCUMENT NUMBER 2003-R0053036, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, AND BEING A TWENTY FOOT CONSTRUCTION ACCESS EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH IRON PIN SET WITH A YELLOW PLASTIC CAP STAMPED "10023300" AT THE SOUTHWEST CORNER OF SAID CITY OF DENTON TRACT, BEING THE NORTH WEST CORNER OF A TRACT DESCRIBED IN A DEED TO MARGARET LOVETTE, RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 00-R0086631, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS AND ON EAST RIGHT-OF-WAY LINE OF RUDELL STREET,

THENCE NORTH 00 DEGREES 45 MINUTES 08 SECONDS EAST WITH THE WEST LINE OF SAID CITY OF DENTON TRACT AND WITH THE EAST RIGHT-OF-WAY LINE OF RUDELL STREET, A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 45 MINUTES 08 SECONDS EAST, A DISTANCE OF 20.00 FEET TO A POINT FOR A CORNER FOUND ON THE EAST LINE OF SAID CITY OF DENTON TRACT AND BEING ON THE EAST RIGHT-OF-WAY LINE RUDELL STREET.

THENCE NORTH 89 DEGREES 18 MINUTES 56 SECONDS EAST, A DISTANCE OF 431.28 FEET TO A POINT FOR A CORNER ON THE EAST OF THE SAID CITY OF DENTON TRACT AND THE WEST LINE OF SAID LOVETT TRACT.

THENCE SOUTH 00 DEGREES 45 MINUTES 08 SECONDS WEST, WITH THE EAST LINE OF SAID CITY OF DENTON TRACT AND BEING ON THE WEST LINE RIGHT-OF-WAY LINE SAID LOVETT TRACT. A DISTANCE OF 20.00 FEET TO A POINT FOR A CORNER

THENCE SOUTH 89 DEGREES 18 MINUTES 56 SECONDS WEST, A DISTANCE OF 431.47 FEET TO THE POINT OF BEGINNING AND CONTAINING IN ALL 0.198 ACRES OF LAND.



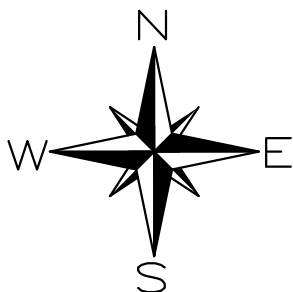
A handwritten signature in black ink, appearing to read "B.G. Shelton", located below the professional seal.

FIRM #10023300



# EXHIBIT 'A'

PAGE 2 OF 2



LINE TABLE		
L1	N 00°45'08" E	70.00'
L2	N 00°45'08" E	20.00'
L3	S 00°13'09" W	20.00'

CALL TRACT ONE  
CITY OF DENTON  
CC# 2003-R0053036  
DR

ASPHALT RUDDELL STREET (60' RIGHT-OF-WAY)

TEXAS STREET  
(60' RIGHT-OF-WAY)

J. BROCK SURVEY  
ABSTRACT NO. 55

0.198  
CONSTRUCTION ACCESS EASEMENT

PART OF A CALLED TRACT TWO  
17.251 ACRE TRACT  
CITY OF DENTON  
CC# 2003-R0053036  
DR

MARGARET LOVETTE  
CC# 00-R0086631  
RPR

POINT OF  
LOT 1 BEGINNING

N 89°18'56" E 431.28'

L2 20' CONSTRUCTION ACCESS EASEMENT

LOT 2 POINT OF  
COMMENCING

S 89°18'56" W 431.47'

L1

BLOCK B

LOT 3

LATTIMORE STREET

EAST COLLEGE ADDITION  
VOLUME 330, PAGE 37  
DR

LOT 4

LOT 5

SET 1/2" IRON PIN

FOUND 1/2" IRON PIN

MESA VERDE  
CAB. R. PG. 118  
RPR

BLOCK B

LOT 1

LOT 2

LOT 3

LOT 4

LOT 5

LOT 6

LOT 7

LOT 8

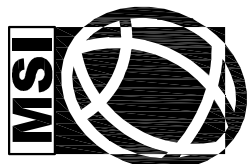
LOT 9

LOT 10

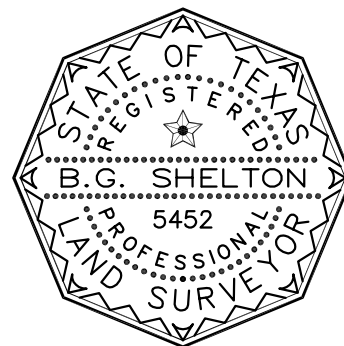
SET 1/2" IRON PIN



SCALE IN FEET



**Metroplex  
Surveying, Inc.**



940-387-0506 223 W. HICKORY, DENTON, TEXAS 76201 info@metroplexsurveying.com

FIRM NO. 10023300

DWN. **RLG** CKD. **BGS** SCALE **1"=100'** DATE **07/23/16** JOB NO. **37502**