

TEMPORARY WORKING SPACE EASEMENT

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF DALLAS §

That John D. Garay, a single man (hereinafter called "Grantor" whether one or more natural persons or legal entities) of the County of Dallas, State of Texas, for and in consideration of the sum of TWENTY FOUR THOUSAND SEVEN HUNDRED FIFTY AND 00/100 DOLLARS (\$24,750.00) to the undersigned in hand paid by the **City of Dallas, 1500 Marilla Street, Dallas, Texas, 75201**, a Texas municipal corporation (hereinafter called "City"), the receipt of which is hereby acknowledged and confessed, and the further benefits to be derived by the remaining property as a result of projected public improvements, has granted, sold and conveyed and does hereby grant, sell and convey unto City, its successors and assigns, a right-of-way under, in and along the property described in "Exhibit A-II", attached hereto and made a part hereof by reference for all purposes, for the purpose of working space and storage of machinery; supplies, equipment and material in connection with the construction of a water pipeline.

Any and all trees which lie within this temporary working space may be trimmed of low limbs or removed by the City or its contractor without liability to Grantor if deemed essential to allow for the normal use or passage of construction equipment during the construction of said main or mains.

Upon completion of construction, all surplus excavation, debris, trash or litter resulting from said construction shall be cleaned up and hauled off the premises, and said property, including the fences disturbed, shall be restored as nearly as practicable to its original contour and condition.

It is understood and agreed by Grantor that the consideration herein represents full and adequate consideration for the right-of-way granted, together with any and all damages, costs and/or inconvenience that may be incident to the construction.

This grant shall be for a term of 1,095 days, beginning upon notice to proceed with construction from City addressed to the approved construction contractor and terminating upon completion of construction on Grantor's property or expiration of the time period, whichever occurs first, at which time all rights granted under this instrument shall terminate and cease and the described property shall be restored to it's former condition as nearly as possible.

SPECIAL PROVISIONS: "None".

TO HAVE AND TO HOLD the above described property unto the City of Dallas for the purposes hereinbefore provided, and said City or Dallas, its agents, servants and contractors shall have the right to go upon said property for the purpose of a working easement and as an easement for the storage of supplies, materials, machinery and equipment for the term herein provided.

EXECUTED this _____ day of _____, 2024.

John D. Garay

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STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____
by John D. Garay.

Notary Public, State of TEXAS

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After recording return to:
City of Dallas
Dallas Water Utilities
Real Estate Division
1500 Marilla Street
Dallas, Texas 75203
Attn: Byron Cole

Temporary Easement Log No. DWU 816 A