

**FORT BEND COUNTY**  
**TEMPORARY ACCESS EASEMENT**

THE STATE OF TEXAS     §  
COUNTY OF FORT BEND   §                   KNOWN ALL MEN BY THESE PRESENTS:

THAT, **FAROUK ALATTAR**, an individual, and his wife, **RIMA ALATTAR**, hereinafter called "Grantor" (whether singular or plural), for and in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED and does by these presents GRANT, SELL and CONVEY unto **FORT BEND COUNTY, TEXAS**, a body corporate and politic, hereinafter called "Grantee", a temporary access easement ("Easement") for the purpose of providing additional access to a Public right of way and property owned by Grantee during construction improvements to the Central Appraisal District Building ("CAD") and construction of an extension to Airport Road, Rosenberg, Fort Bend County, Texas. This Easement is granted to permit the County of Fort Bend, any and all of its agents, officers, servants, employees and contractors, to enter upon the hereinafter described parcel of land and to use same for the purposes of access to Grantee's property and the installation, construction, repair or maintenance of a roadway on a right of way dedicated to the Public for use as a roadway. Grantor's portion of property being granted is described as a parcel of land located in Fort Bend County, Texas to wit:

ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES AS EXHIBIT "A" IS A SURVEY MAP SHOWING THE 20' WIDE BY 100' LONG AREA TO BE USED AS A TEMPORARY ACCESS EASEMENT DURING CONSTRUCTION ("EASEMENT AREA").

IT IS UNDERSTOOD AND AGREED that the term of this Easement shall be from the date indicated below and thereafter until Grantee completes the construction of a new roadway extending Airport Road and opens for public use. In the event that the planned work is canceled prior to its commencement or abandoned after commencement, Grantee shall notify Grantor of the abandonment and this Easement shall terminate

upon Grantor's receipt of notice. The forgoing notwithstanding, this Easement shall be in effect for the duration of the construction the roadway, where upon completion of construction of the roadway and opening for public use, this Easement will be canceled.

IT IS FURTHER UNDERSTOOD AND AGREED THAT during construction and maintenance operations, Grantee is authorized to spread spoil dirt and excavated material, operate machinery and, do any necessary clearing upon the premises of Grantor immediately adjoining the Easement Area as above described. Grantee will promptly restore the Easement Area and property adjacent to the Easement Area to its previous physical condition.

TO HAVE AND TO HOLD the above described Easement together with all and singular the rights and appurtenances thereto in anywise belonging unto the said FORT BEND COUNTY, TEXAS, its successors and assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to WARRANT AND FOREVER DEFEND the said easement unto the said FORT BEND COUNTY, TEXAS, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, these presents have been executed by Grantor on this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

THE STATE OF TEXAS       §

COUNTY OF FORT BEND   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2013, \_\_\_\_\_ and in the capacity therein stated.

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_