

**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 AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made by and between GARLAND MCGAR and AVAGAIL C. POWELL MCGAR, husband and wife, hereinafter referred to as "Grantor"(whether one or more), whose address is 14411 Lone Willow Ct., Missouri City, Texas 77489, and FORT BEND COUNTY, TEXAS, a political subdivision of the state of Texas, hereinafter referred to as "Grantee," whose address is 301 Jackson St., Richmond, Texas 77469, and is effective on the date acknowledged by the last party hereto (the "Effective Date").

WITNESSETH: Grantor, for and in consideration of the sum of One and No/100 Dollars (\$1.00) and other valuable consideration in hand paid to it by Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, GIVE, AND CONVEY to Grantee, its successors and assigns, a temporary construction easement (the "Easement") being approximately depicted on Exhibit "A" attached hereto and made a part hereof, in, over, under, across, and through that certain real property owned by Grantor, which property is legally described as:

LOT 21, BLOCK 2, SOUTHWEST CROSSING SECTION ONE (1), A SUBDIVISION IN FORT BEND COUNTY, TEXAS AND HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER SLIDE(S) 560/A OF THE MAP RECORDS OF FORT BEND COUNTY, TEXAS AND IN VOLUME 315, PAGE 24 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS (the "Grantor Tract").

Together with all rights of ingress and egress, including the right of pedestrian and vehicular access, for any and all purposes that are reasonably necessary and/or incident to the exercise by Grantee of its rights granted herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Term.** The Term of this Agreement shall commence upon the Effective Date and shall automatically terminate and be of no further force and effect upon Grantee's completion of the Project. If the Project is not completed within three (3) years from the Effective Date, this Agreement shall automatically terminate without further action by Grantor or Grantee.
2. **Project Description.** The Easement, rights and privileges granted herein shall be for the limited purpose of providing Grantee the ability to clear debris and grass between the county right-of-way and the private property line, remove the existing wooden fence, construct footing, and regrade portions of the Easement, for the construction of a soundwall in the County right-of-way under Mobility Bond Project No. 20291x (collectively, the "Project"). Notwithstanding the temporary nature of this Agreement, the Project shall also include permanent grading and contouring of portions of the Easement. Said grading and contouring shall remain in place permanently after the termination of this Easement.
3. **Project Management.** The project described in this Agreement shall be facilitated, managed, and administered by Grantee. Grantee shall take all reasonable actions to ensure that the project is constructed in a good and workmanlike manner with all reasonable

diligence.

4. **No Impediments.** During the Term of this Agreement, Grantor shall not allow any impediments to be placed on the Easement or erected in such a manner that would block or obstruct Grantee's access, or the access of its successors, assigns, contractors, subcontractors, agents, and employees. Grantee shall have the right to remove any such impediments within the Easement without compensation to Grantor.
5. **Reservation.** Grantor, for itself, and its successors and assigns, expressly reserves the right to use and enjoy the surface of the Easement provided, however, that such use and enjoyment does not materially interfere with Grantee's rights and privileges granted herein and the intended purpose of the Easement.
6. **Restoration.** Upon completion of the Project, Grantee shall, at its sole cost and expense, restore the surface of any portion of the Grantor Tract and the Easement altered by Grantee's ingress and egress and work for the Project to as near its original condition as is reasonably practical, taking into account Grantee's work performed for the Project and the permanent grading and contouring of certain portions of the Easement.
7. **Compliance.** Grantee agrees to comply in all material respects, at its sole cost, with all federal, state, and local laws, rules, and regulations which are applicable to Grantee's activities for the Project.
8. **Grantor's Representations.** Grantor represents that it is the sole owner of the Grantor Tract and it has the legal authority to enter into and execute this Agreement and to perform the obligations and duties of Grantor herein. Without limiting the preceding sentence, It is understood and agreed that this grant is not a conveyance of the lands described herein or of any interest in the oil, gas and other minerals in, on or under said lands, but is a grant solely of the Easement granted herein. This grant is made subject to all applicable laws, ordinances, easements, leases, restriction, reservations or covenants, either of record or evidenced by improvements upon the ground and to the extent the same are in force and effective against Grantee.
9. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of Grantee under this this Agreement shall be considered a waiver or surrender of its governmental powers or immunity under the Texas Constitution or the laws of the State of Texas.
10. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.
11. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
12. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns during the term of this Agreement. The Easement herein conveyed is intended to be and shall be construed as an easement running with the land, but only for the specified Term of this Agreement.

TO HAVE AND TO HOLD the above described Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, including all necessary rights of ingress, egress, and regress, unto Grantee, its successors, and assigns, forever; and Grantor does hereby bind Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Easement unto Grantee, and its successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject to all terms, conditions, provisions, and limitations hereinabove set forth and provided.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

By: Garland McGar  
Garland McGar

Acknowledgment

STATE OF TEXAS §  
COUNTY OF Fort Bend §

This instrument was acknowledged before me, the undersigned notary, on the 24<sup>th</sup> day of November, 2025 by Garland McGar.



Sarah Shaw  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

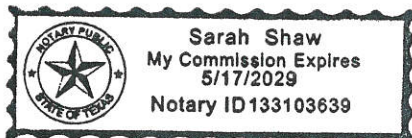
GRANTOR:

By: Avagail C. Powell McGar  
Avagail C. Powell McGar

Acknowledgment

STATE OF TEXAS §  
COUNTY OF Fort Bend §

This instrument was acknowledged before me, the undersigned notary, on the 24<sup>th</sup> day of November, 2025 by Avagail C. Powell McGar.



Sarah Shaw  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

**AGREED:**

**GRANTEE:**

FORT BEND COUNTY, TEXAS

By: \_\_\_\_\_  
KP George, County Judge

**Acknowledgment**

**STATE OF TEXAS**           §  
  §  
**COUNTY OF FORT BEND**   §

This instrument was acknowledged before me, the undersigned notary, on the \_\_\_\_ day of \_\_\_\_\_, 2026 by KP George, County Judge of Fort Bend County, Texas, a political subdivision of the state of Texas, on behalf of said political subdivision.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

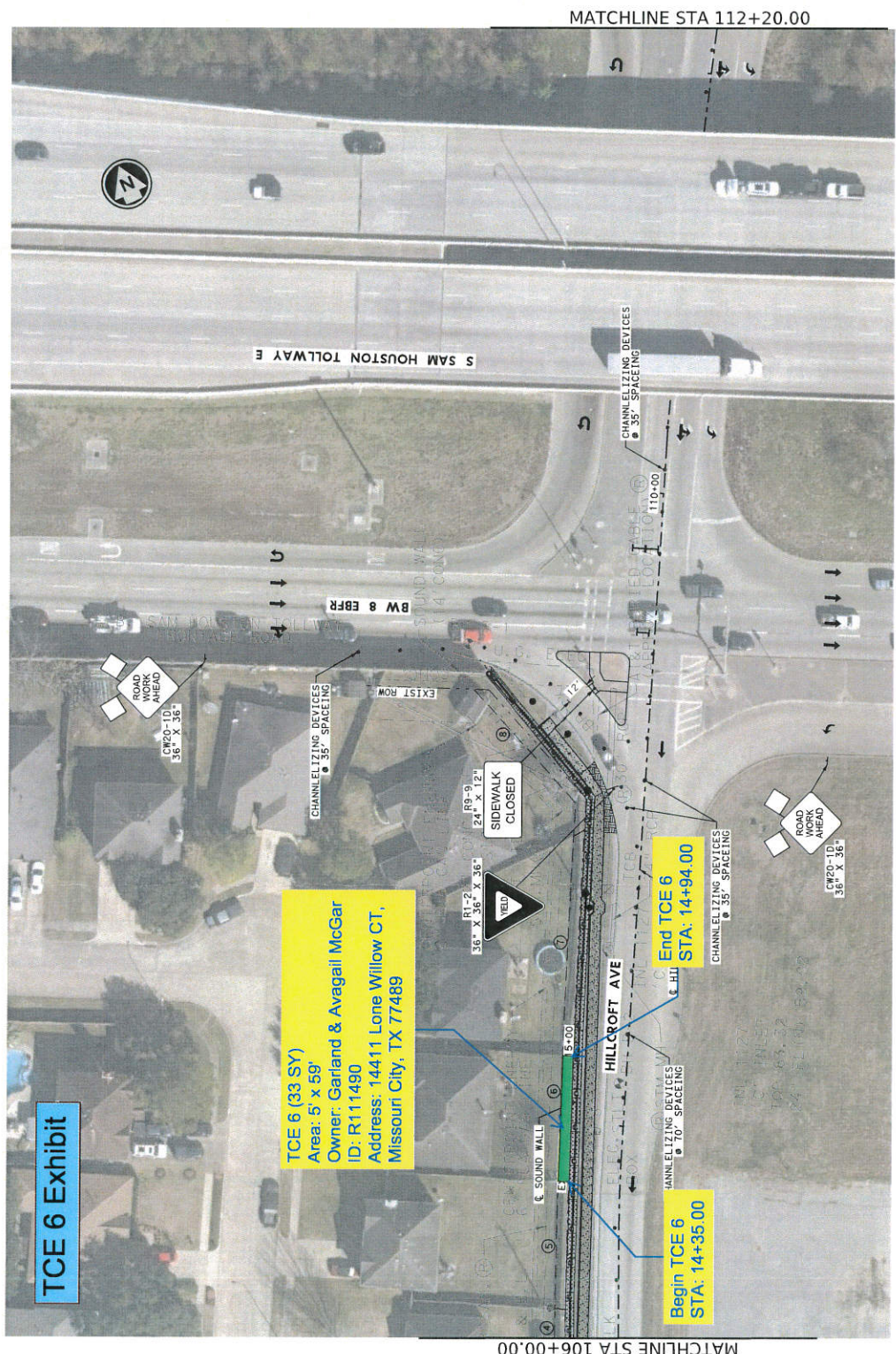
**After recording, please return to:**  
Fort Bend County Engineering Dept.  
301 Jackson St., 4<sup>th</sup> Floor  
Richmond, Texas 77469

# **EXHIBIT A**

(Follows Behind)

- LEGEND:**
- PROPOSED DRILL SHAFT
  - PROPOSED SIDEWALK
  - SOUND WALL MOW STRIP
  - RIPRAP
  - TRAFFIC DIRECTION
  - CHANNELIZING DEVICE
  - CONSTRUCTION SIGN
  - TYPE III BARRICADE
  - EASEMENT NUMBER

- NOTE:**
1. REFER TO TYPICAL SECTION SHEET FOR ADDITIONAL INFORMATION.
  2. REFER TO HORIZONTAL ALIGNMENT DATA SHEET FOR ADDITIONAL INFORMATION.
  3. REFER TO REMOVAL LAYOUT FOR ADDITIONAL INFORMATION.
  4. REFER TO SOUND WALL STRUCTURAL DETAIL SHEET FOR ADDITIONAL INFORMATION.
  5. REFER TO UTILITY LAYOUT SHEET FOR ADDITIONAL INFORMATION.
  6. REFER TO STANDARDS BC (1) THRU (12) AND TOP STANDARDS FOR ADVANCED WARNING SIGNS, TAPER LENGTHS, CHANNELIZING DEVICE AND SIGN SPACING AND ADDITIONAL INFORMATION.



MATCHLINE STA 112+20.00

MATCHLINE STA 106+00.00

NO.	REVISIONS	DATE	NAME

**FORT BEND COUNTY  
ENGINEERING DEPARTMENT**



**infraTECH**  
Engineering & Innovation, LLC  
11111 HUNTERS GREEN DR. SUITE 410  
HOUSTON, TEXAS 77032



PROJECT NO:	20219x
DESIGN BY:	IE
DRAWN BY:	IE
CHECKED BY:	IE
DATE:	12/9/2024
PROJECT TITLE:	FORT BEND PARKWAY SOUND WALL
SHEET DESCRIPTION:	TRAFFIC CONTROL LAYOUT
SHEET NO.:	2 OF 3
SCALE:	1" = 50'
SHEET NO.:	14