**TEMPORARY CONSTRUCTION EASEMENT**

**NOW, THEREFORE,** for and in consideration of the sum of One Dollar ($1.00), receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant and convey unto the Grantee a temporary construction easement as described on the Plat and designated thereon as **“TEMPORARY CONSTRUCTION ESMT. (HEREBY GRANTED)”** with an area of 404 square feet for the purpose of performing construction work and related activities in connection with the construction of sidewalks, local drainage, landscaping and related features or facilities, through and across the Property, subject to the following terms and conditions:

1. The Grantee shall have full and free use of the said easement for the purposes named together with the right of ingress and egress over the Property in order to construct the improvements.
2. The Grantee shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the easement(s) being conveyed, deemed by it to interfere with the proper and efficient construction within the easement.
3. Grantee agrees that, as soon as practicable after the completion of construction, maintenance, repair, reconstruction, or replacement of the sidewalk and local drainage fixtures within the Easement Area, the Grantee will, at no cost to the Grantor: (1) restore the disturbed area adjacent to the Easement Area as nearly as practicable to its original condition; (2) re-mulch all damaged landscape areas adjacent to the Easement Area; (3) reset, or replace with nursery stock, all damaged or destroyed trees, plants, shrubbery, and hedges adjacent to the Easement Area; and 4) guarantee reset plants for one year against damage from the construction, and nursery stock for one year from the date of planting.
4. The temporary construction easement granted herein shall terminate upon the completion of the project.