

Collin County, Texas
2300 Bloomdale Road, Suite 4192
McKinney, Texas 75071
Attention: Bill Burke

TEMPORARY CONSTRUCTION EASEMENT

That **MADHUSUDAN RAJU KONDURU, JYOTHIRMAYI GADHIRAJU and VENKAT REDDY THANDRA** (collectively referred to as “Grantor”), for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand to Grantor paid by **COLLIN COUNTY, TEXAS**, a political subdivision of the State of Texas (“Grantee”), the receipt and sufficiency of which are hereby acknowledged, and for which no lien is retained, either expressed or implied, does hereby GRANT, SELL AND CONVEY unto Grantee a temporary construction easement (“Easement”) and temporary right to access and use certain real property owned by Grantor and located in the City of Lavon, Collin County, Texas, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein for all purposes (“Temporary Easement Property”), for the purpose of facilitating construction of vertical improvements on real property adjacent thereto, together with all incidental improvements thereto (collectively, the “Improvements”).

During the term of the Easement, Grantee will, after completion of the Improvements, restore the surface of the Temporary Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Temporary Easement Property that were removed as a result of such work. The Easement shall automatically terminate by its term upon the earlier to occur of: (i) Grantee's completion of the Improvements, and (ii) six (6) months from the effective date hereof.

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Easement Property, as applicable, as is reasonably necessary to and for the limited purpose of accessing the Temporary Easement Property, as applicable.

Grantor represents and warrants to Grantee that Grantor is the sole owner of the fee simple title to the Temporary Easement Property. Grantor does hereby represent and warrant that there are no liens, attachments or other encumbrances which will affect the title or right of the Grantor to convey this deed and this easement to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein and subordinating any such lien to the deed and the easement granted herein.

The easement rights and privileges granted herein are non-exclusive, but Grantor covenants that Grantor will not convey any other easement or conflicting rights within the area covered by this grant which unreasonably interfere with Grantee's rights granted herein and provided that all such other grants comply with all applicable local, state and federal laws, ordinances, rules, regulations and/or requirements, as they exist, may be amended or in the future arising.

Further, during the term of the Easement, Grantor shall not place any improvement or take any action, permanent or temporary, which may affect or interfere with, in any way, the rights granted herein. Grantee, may remove and keep removed any and all improvements to the extent necessary to make repairs to the Improvements. Grantee will not be responsible for loss of improvements due its exercise of the rights granted herein.

The individuals executing this instrument on behalf of Grantor represents that all appropriate and necessary actions have been taken to authorize the individual who is executing this instrument to do so for and on behalf of Grantor, that there are no other parties or entities required to execute this instrument in order for the same to be an authorized and binding agreement on Grantor and that the individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

This instrument shall be binding on, and inure to the benefit of, Grantee and Grantor and their respective successors or assigns.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

[Signature Page to Follow]

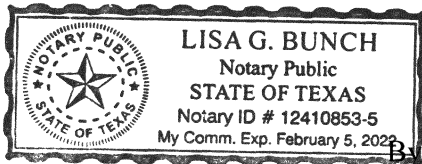
EXECUTED on the dates appearing in the acknowledgements below, however, to be effective on this 20th day of July, 2020.

GRANTOR:

By: [Signature]
Madhusudan Raju Konduru

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the July day of 24th, 2020, by Madhusudan Raju Konduru.

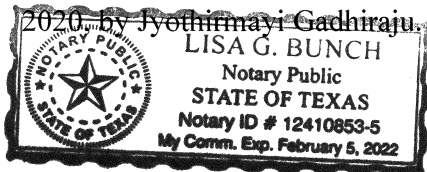


[Signature]
Notary Public in and for the State of Texas

By: [Signature]
Jyothirmayi Gadhiraaju

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the July day of 27th, 2020, by Jyothirmayi Gadhiraaju.

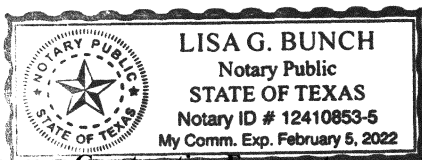


[Signature]
Notary Public in and for the State of Texas

By: [Signature]
Venkat Reddy Thandra

STATE OF TEXAS §
 §
COUNTY OF COLLIN §


This instrument was acknowledged before me on the 29th day of July, 2020, by Venkat Reddy Thandra.



[Signature]
Notary Public in and for the State of Texas

AGREED AND ACCEPTED:

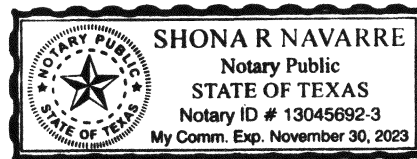
COLLIN COUNTY, TEXAS, a political subdivision of
the State of Texas

By: 
Chris Hill, County Judge

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 26 day of AUGUST,
2020, by Chris Hill in his capacity as County Judge of Collin County, Texas, a political
subdivision of the State of Texas, on its behalf.


Notary Public in and for the State of Texas



JOINDER OF LIENHOLDER

The undersigned, being the holder of one or more liens against the Easement Property evidenced by that certain Deed of Trust (With Security Agreement and Assignment of Rents) in favor of First Guaranty Bank, recorded on April 27, 2018 under instrument number 2018-248603 in the Official Public Records of Collin County, Texas, hereby consents to the execution of the foregoing Easement and agrees that in the event of a foreclosure of the Temporary Easement Property or any portion thereof and/or the underlying property or any portion thereof (or deed in lieu thereof), the Easement will remain in full force and effect and shall not be extinguished by such foreclosure (or deed in lieu thereof).

FIRST GUARANTY BANK

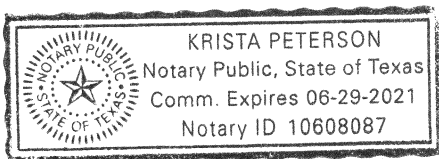
By: Jordan Montgomery Lewis
Printed Name: Jordan Montgomery Lewis
Date: 8/4/20

STATE OF Texas §

COUNTY OF Collin §

BEFORE ME, the undersigned authority, on this day personally appeared Jordan Montgomery Lewis known to me to be the person whose name is subscribed to the foregoing instrument; he/she acknowledged to me that he/she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4th day of August 2020.



Krista Peterson
Notary Public in and for the State of Texas
My commission expires: 6-29-2021

EXHIBIT A

(See below.)

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
PART OF THE MADHUSUDAN RAJU KONDURU TRACT
SITUATED IN THE
W. H. MOORE SURVEY, ABSTRACT NO. 638
THE TOWN OF LAVON, COLLIN COUNTY, TEXAS

BEING 7,705 square feet of land situated in the W. H. Moore Survey, Abstract Number 638 in the Town of Lavon, Collin County, Texas, and being part of a called 9.372 acre tract of land described in deed to Madhusudan Raju Konduru, Jyothirmayi Gadhiraaju and Venkat Reddy Thandra, as recorded in Instrument Number 20171221001685450, Official Public Records, Collin County, Texas (O.P.R.C.C.T), and being more particularly described by metes and bounds as follows:

COMMENCING at a found 5/8-inch iron rod with an aluminum disk stamped "TxDot" on the existing north right-of way line of S.H. 78 (a variable width right-of-way), at the most southerly southeast corner of said 9.372 acre tract, being the northeast corner of a 0.0751 acre tract of land described as "Part 2" in deed to the State of Texas, as recorded in Instrument Number 20111007001075630, O.P.R.C.C.T., and also being the southwest corner of a 2.39 acre tract of land described as "Tract 1" in deed to Collin County, as recorded in Instrument Number 20180718000894940, O.P.R.C.C.T.;

THENCE North 00 degrees 39 minutes 08 seconds West, departing said north right-of-way line and with the common west line of said 2.39 acre tract and east line of said 9.372 acre tract, a distance of 279.37 feet to a found 5/8-inch iron rod for the POINT OF BEGINNING of the herein described tract;

THENCE departing said common line and over and across said 9.372 acre tract the following calls:

North 48 degrees 08 minutes 06 seconds West, a distance of 15.00 feet to a set 1/2-inch iron rod with a blue plastic cap stamped "Half Esmt" (hereafter referred to as "with Easement cap") for corner;

North 41 degrees 51 minutes 54 seconds East, a distance of 233.85 feet to a set 1/2-inch iron rod with Easement cap for corner;

North 89 degrees 19 minutes 13 seconds East, a distance of 286.42 feet to a set 1/2-inch iron rod with Easement cap for corner;

South 00 degrees 41 minutes 16 seconds East, a distance of 15.00 feet to a found 5/8-inch iron rod for corner, being the most northeasterly corner of said 2.39 Collin County tract, and an interior ell corner of said 9.372 acre tract;

THENCE South 89 degrees 19 minutes 13 seconds West, with the common north line of said 2.39 acre tract and a northerly south line of said 9.372 acre tract, a distance of 279.83 feet to a found 1/2-inch iron rod with a plastic cap (illegible) for corner;

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EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
PART OF THE MADHUSUDAN RAJU KONDURU TRACT
SITUATED IN THE
W. H. MOORE SURVEY, ABSTRACT NO. 638
THE TOWN OF LAVON, COLLIN COUNTY, TEXAS

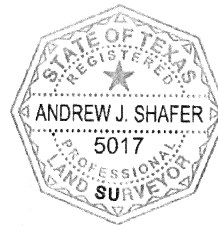
THENCE South 41 degrees 51 minutes 54 seconds West, continuing along the common line between said 2.39 acre and 9.372 acre tracts, a distance of 227.26 feet to the POINT OF BEGINNING AND CONTAINING 7,705 square feet or 0.1769 acres of land, more or less.

Notes:

Basis of Bearing is the North American Datum of 1983, Texas State Plane Coordinate System, North Central Zone (4202). All distances are surface distances. Surface Adjustment Scale Factor: 1.00015271

This metes and bounds description was prepared with an exhibit of even date.

Andrew J. Shafer July 17, 2020
ANDREW J. SHAFER
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NO. 5017
TBPELS FIRM NO. 10029600



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