

**TEMPORARY CONSTRUCTION AND GRADING EASEMENT**

Southeast Loop Segment 3

**KNOW ALL PERSONS BY THESE PRESENTS:**

That **JONATHAN FREDERICK KRUEGER**, (hereafter collectively referred to as "Grantor"), in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by Williamson County, Texas, the receipt of which is hereby acknowledged, does hereby grant to **WILLIAMSON COUNTY, TEXAS**, its agents, contractors, successors and assigns (referred to as "Grantee"), a temporary construction and grading easement to construct, install, repair, remove and replace earthen and vegetative materials for filling of the existing stock pond which is bisected by the newly acquired right of way boundary line, modification of surface grade and slope to match adjacent the adjacent remaining property and facilitate adequate and proper lateral support and drainage to and across the proposed Southeast Loop roadway improvements and across portions of the remaining property of Grantor ("Project"), in, along, upon and across the property described on the sketch as shown in Exhibit "A" ("the Property") as necessary to carry out the purposes of this easement.

The construction, reconstruction and/or removal of any grading, improvements, or other related facilities on the Property shall be in the location of, subject to, and shall be completed in substantial compliance with any notes, details, specifications or other requirements or restrictions as shown on the plan sheets attached as Exhibit "B" and incorporated herein.

The further agree as follows:

Following completion of work within the temporary construction easement area Property described in Exhibit "A", Grantee shall at its expense and within ninety (90) days of completion of the work restore any Property injured or damaged by Grantee's use of the Property and activities thereon, including specifically landscaping, irrigation, parking, pavement, or vegetation, as closely as possible to substantially the same condition or better than existed previous to Grantee's entry upon the Property, or otherwise in compliance with the specifications as set out on the plans in Exhibit "B", taking into consideration the use and purposes to which the Property is to be put.

If necessary to contain the security of any livestock or animals outside of the temporary easement Property and on the remaining property of Grantor, the Grantee shall at its sole expense install and maintain temporary fencing along the boundary of the Property while carrying out the activities described herein, and upon completion of the work on the Property shall fully remove such temporary fencing and restore any impacted permanent fencing along the newly acquired right of way line property boundary.

This temporary construction easement shall be in full force and effect at all times during the accomplishment and completion of the Project construction activities described above and as shown on Exhibit "B". This temporary construction easement shall terminate and the easement rights and improvements constructed within the easement area, if any, shall fully revert to Grantor, Grantor's successors, and assigns, and all interest conveyed shall terminate on the

earlier of (a) the expiration of six (6) months from the Grantee's first entrance upon the Property for purposes of construction of the Project, (b) on the date of completion of construction of the Project, or (c) on December 31, 2024, whichever occurs first.

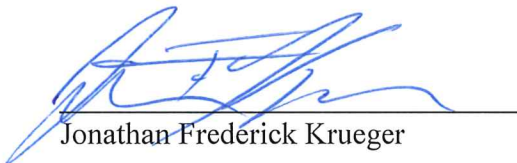
To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.

At no time during the grant of this easement shall Grantor be denied reasonable vehicular ingress and egress to its remaining property for the purposes to which the parent tract is currently being put, unless there is an agreement between Grantor and Grantee to do so in advance.

This conveyance is subject to all easements and rights of way of record, visible or apparent on the ground, all restrictions, reservations, covenants, conditions, oil, gas, or other mineral leases, mineral severances and other instruments that affect the Property.

**IN WITNESS WHEREOF**, the parties hereto have executed this instrument to be effective the 17<sup>th</sup> day of August, 2022.

**GRANTOR:**

  
Jonathan Frederick Krueger

**Acknowledgment**

State of Texas                   §  
                                          §  
County of Williamson       §

This instrument was acknowledged before me on this the 17<sup>th</sup> day of August, 2022 by Jonathan Frederick Krueger, in the capacity and for the purposes and consideration recited herein.



  
\_\_\_\_\_  
Notary Public, State of Texas

**ACCEPTED AND AGREED BY GRANTEE:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Bill Gravell, Jr.  
County Judge

**Acknowledgment**

State of Texas                   §  
                                          §  
County of Williamson       §

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 2022 by Bill Gravell, Jr., Williamson County Judge, in the capacity and for the purposes  
and consideration recited herein.

\_\_\_\_\_  
Notary Public, State of Texas

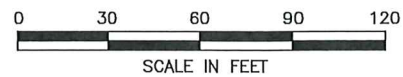
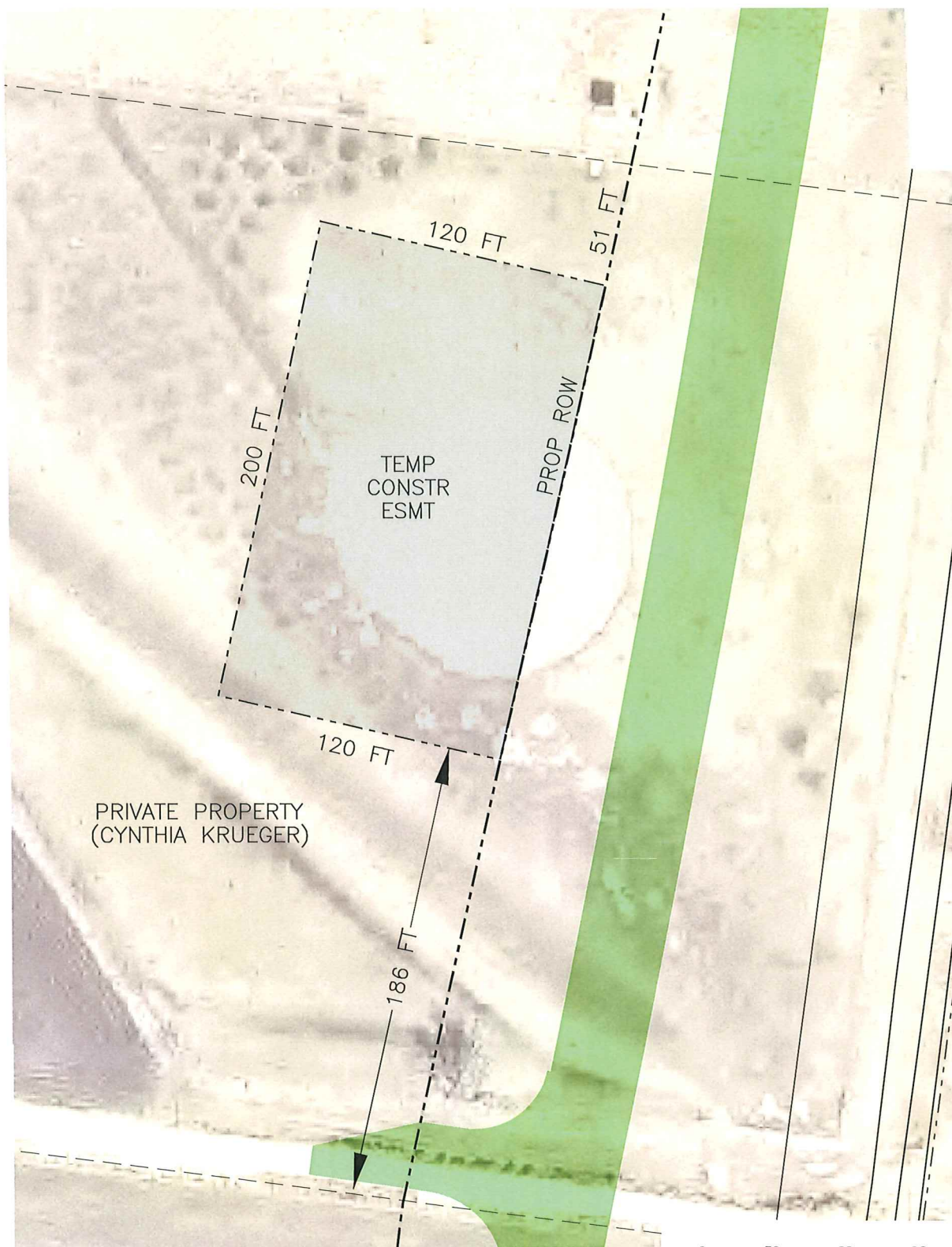
**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, PLLC  
309 East Main  
Round Rock, Texas 78664

**GRANTEE'S MAILING ADDRESS:**

Williamson County, Texas  
Attn: County Auditor  
710 Main Street, Suite 101  
Georgetown, Texas 78626

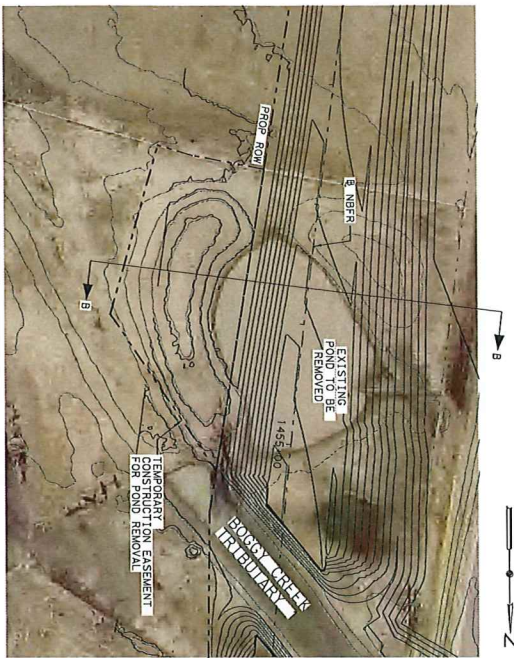
**AFTER RECORDING RETURN TO:**



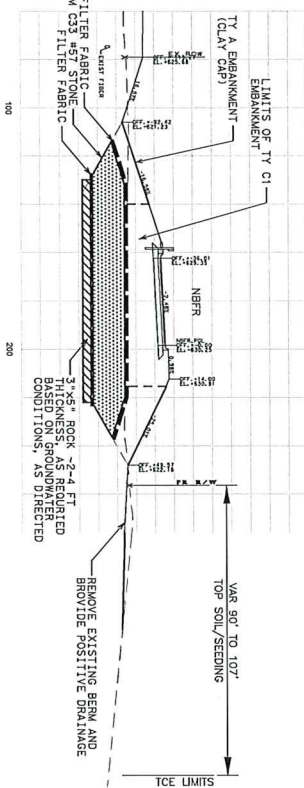


## EXHIBIT "B"

PLAN VIEW: NAIVAR PARCEL 72

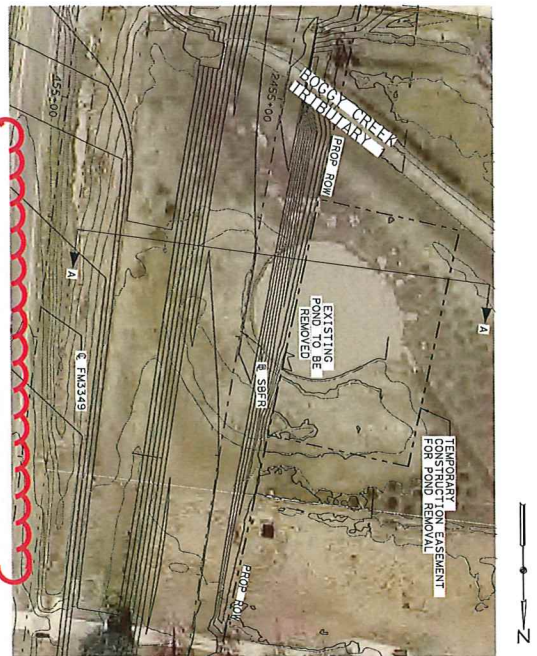


SECTION B-B

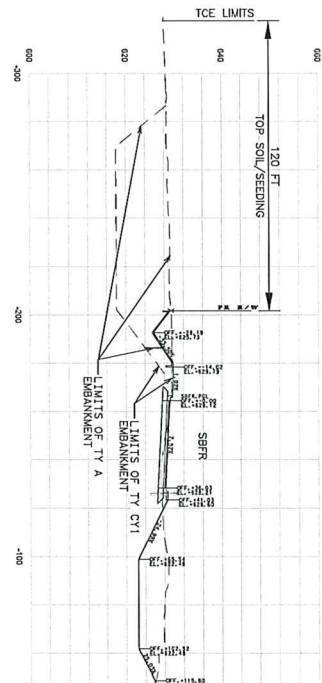


- DRAIN AND FILL POND-SEQUENCE OF CONSTRUCTION (WHEN FREE GROUNDWATER IS ANTICIPATED):  
 VERIFY POND DEPTH PRIOR TO CONSTRUCTION (INCLUDING ANY NECESSARY SHAPING)  
 ALLOW BOTTOM OF POND TO DRY OUT AS DIRECTED BY THE CONSTRUCTION OPERSENER  
 THEN EXCAVATE INSPECTION TRENCHES BELOW POND BOTTOM TO IDENTIFY PRESENCE OF  
 GROUNDWATER  
 RECOMPACT SUBGRADE TO 95% 100% d.a. AT OPTIMAL MOISTURE CONTENT "OR", IF  
 GROUNDWATER IS PRESENT PLACE 24 TO 48 INCHES OF 3"x6" ROCK  
 PLACE FILTER FABRIC OVER THE 3"x6" ROCK AND CONTINUE WITH PLACEMENT OF ASTM C39  
 PLACE FILTER FABRIC OVER THE C39 "OR" STONE PRIOR TO PLACING EMBANKMENT  
 USE 12" EMBANKMENT (CLAY CAP) TO A DEPTH OF 1-2 FEET  
 GRADE LIMITS OF EMBANKMENT CONSTRUCTION EASEMENT TO MAINTAIN POSITIVE DRAINAGE AWAY  
 FROM TOSPOIL AND SEEING TO ESTABLISH VEGETATION IN ALL DISTURBED AREAS OF THE  
 TEMPORARY CONSTRUCTION EASEMENT

PLAN VIEW: KREUGER PARCEL 73



SECTION A-A



- DRAIN AND FILL AND SEQUENCE OF CONSTRUCTION:  
 1. DRAIN POND BY EXCAVATION, GRADING OR PUMPING  
 2. ALLOW BOTTOM OF POND TO DRY OUT, AS DIRECTED BY THE CONSTRUCTION OBSERVER OF  
 3. DRAINAGE DISTRICT INSPECTION TRENCHES BELOW POND BOTTOM TO IDENTIFY PRESENCE OF  
 4. GROUNDWATER  
 5. SEALITY AND RECOMPACT SUBGRADE TO 95%-100% D.A. AT OPTIMUM MOISTURE CONTENT  
 6. USE 18" SIMILAR CLAY AS EXPOSED POND BOTTOMS AND BACKFILL TO BOTTOM OF EMBANKMENT IN  
 7. PLANT TOSOLI, AND SEEING TO ESTABLISH VEGETATION IN ALL DISTURBED AREAS OF THE  
 8. TEMPORARY CONSTRUCTION EASEMENT

- | LEGEND |                              |
|--------|------------------------------|
|        | REMOVE STAB BASE AND ASPHALT |
|        | PLANE ASPH CONC PAV          |
|        | REMOVE CONCRETE DRIVEWAY     |
|        | REMOVE FENCE                 |
|        | REMOVE CONCRETE MISC         |
|        | REMOVE CONCRETE RIPRAP       |
|        | REMOVE SIDEWALK              |
|        | REMOVE BUILDING              |
|        | REMOVE MBOF                  |
|        | REMOVE TREE                  |

1. ALL ITEMS REQUIRING REMOVAL THAT ARE NOT SPECIFICALLY CALLED OUT IN PLANS SHALL BE CONSIDERED SUBSIDIARY TO PREP ROW.
2. REFER TO ROADWAY PLANS FOR LIMITS OF CONSTRUCTION ON CROSS STREETS AND DRIVEWAY.
3. FOR EXACT REMOVAL LIMIT STATIONS, REFER TO OTHER PERTINENT SHEETS.

ALL REMOVAL QUANTITIES ARE FOR CONTRACTORS INFORMATION ONLY. REMOVALS ARE NOT PAID FOR DIRECTLY BUT WILL BE SUBSIDIARY TO PREP ROW

SCALE 1 = 100'				SHEET 9 OF 9	
SECTION	FIS. NO.	FEDERAL AID PROJECT NO.	MILEAGE		
KS			FM 33.48	NO.	
GRADIENTS	6				
LC	STATE	DISTRICT	COUNTY	SHEET NO.	
DECK	TEXAS	AUS	WILLIAMSON	174	
	CONTROL	SECTION	JOB		
DECK	3486	01	008, ETC		

## POND REMOVAL DETAILS

REMOVAL PLAN

FM 3349

 Texas Department of Transportation

**WILLIAMSON**  
COUNTY  
TEXAS

**HDR** Engineering, Inc.  
710 Hastings Crossing, Suite 150  
Round Rock, Texas 78681  
Texas Registered Engineering Firm F-73

07/21/2022  
T. J. Miller

