

DRIVEWAY TEMPORARY CONSTRUCTION EASEMENT

Brushy Creek Regional Trail Construction Project

KNOW ALL PERSONS BY THESE PRESENTS:

That **JAMES DANIEL JOHNSON** (hereafter referred to as “Grantor”), does hereby grant to the **WILLIAMSON COUNTY, TEXAS**, its agents, contractors, successors and assigns (referred to as “Grantee”), a temporary construction easement for the purpose of constructing and/or reconstructing a driveway entrance and culvert to serve the remaining property of Grantor, and any associated grading and drainage therewith, in, along, upon and across the property described in Exhibit “A” (“the Property”) as necessary to carry out the purposes of this easement. The construction and/or removal of any improvements, driveway, culvert, or other related facilities on the Property shall be in the location of, subject to, and shall comply with any notes, details, specifications or other requirements or restrictions as shown on the plan sheets attached as Exhibit “B” and incorporated herein (the “Project”).

Following completion of work within the temporary construction easement area 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, striping, signage, mailbox, lighting or vegetation, as closely as possible to substantially the same condition or better than existed previous to Grantee’s entry upon the Property, taking into consideration the use and purposes to which the Property is to be put.

This temporary construction easement shall be in full force and effect at all times during the accomplishment and completion of the construction activities described above. This temporary construction easement shall terminate and the easement rights and improvements constructed within the easement area, if any, shall be owned and maintained by, revert to and become the property and responsibility of the Grantor, Grantor’s successors and assigns, and all interest conveyed herein shall terminate on the earlier of (a) the date of completion of construction of the Project, (b) the expiration of one (1) year following the issuance of written notice to proceed to the Project construction contractor selected and awarded by Grantee, or (c) on **December 31, 2026** whichever occurs first, unless extended by agreement of the parties.

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 driveway 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 in advance.

The parties further agree to the following additional special provisions:_____

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.

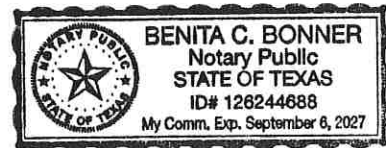
IN WITNESS WHEREOF, the parties hereto have executed this instrument on this 9
_____ day of May, 2025.

GRANTOR:


James Daniel Johnson

Acknowledgment

State of Texas §
 §
County of Williamson §



This instrument was acknowledged before me on May 9, 2025, by James Daniel Johnson, in the capacity and for the purposes and consideration recited herein.


Notary Public, State of Texas

ACCEPTED BY GRANTEE:

WILLIAMSON COUNTY, TEXAS

By: Steven Snell
Steven Snell, County Judge

Acknowledgment

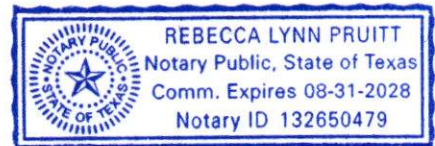
State of Texas §
 §
County of Williamson §

This instrument was acknowledged before me on May 21, 2025, by
Steven Snell, in the capacity and for the purposes and consideration recited herein.

Rebecca Lynn Pruitt
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 E. Main Street
Round Rock, TX 78664



GRANTEE'S ADDRESS:

Williamson County
Attn: County Auditor
710 Main Street, Suite 301
Georgetown, Texas 78626

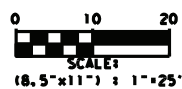
AFTER RECORDING RETURN TO:

EXHIBIT “A” TCE LOCATION FOLLOWS

DESIGN FILENAME:H:\Projects\508\67\02\Design\Exhibits\5086702_TempConstEasement_Johnson.dgn
PLOTTED ON:3/12/2025



EXHIBIT "A-1"



TEMPORARY CONSTRUCTION EASEMENT EXHIBIT
JOHNSON, JAMES DANIEL
R53940

PLOTTED ON: \$DATE\$

DESIGN FILENAME: \$FILE\$

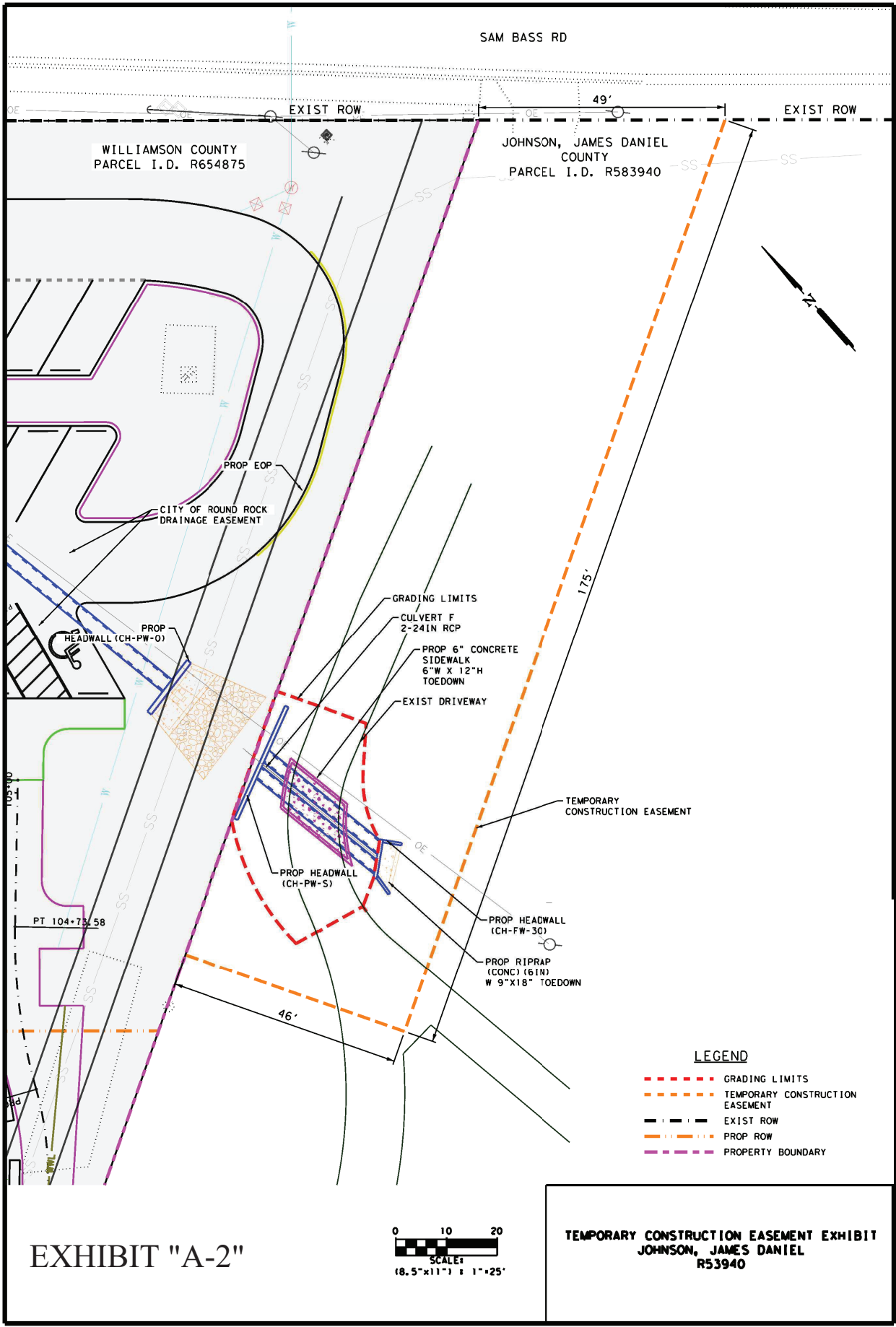
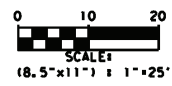


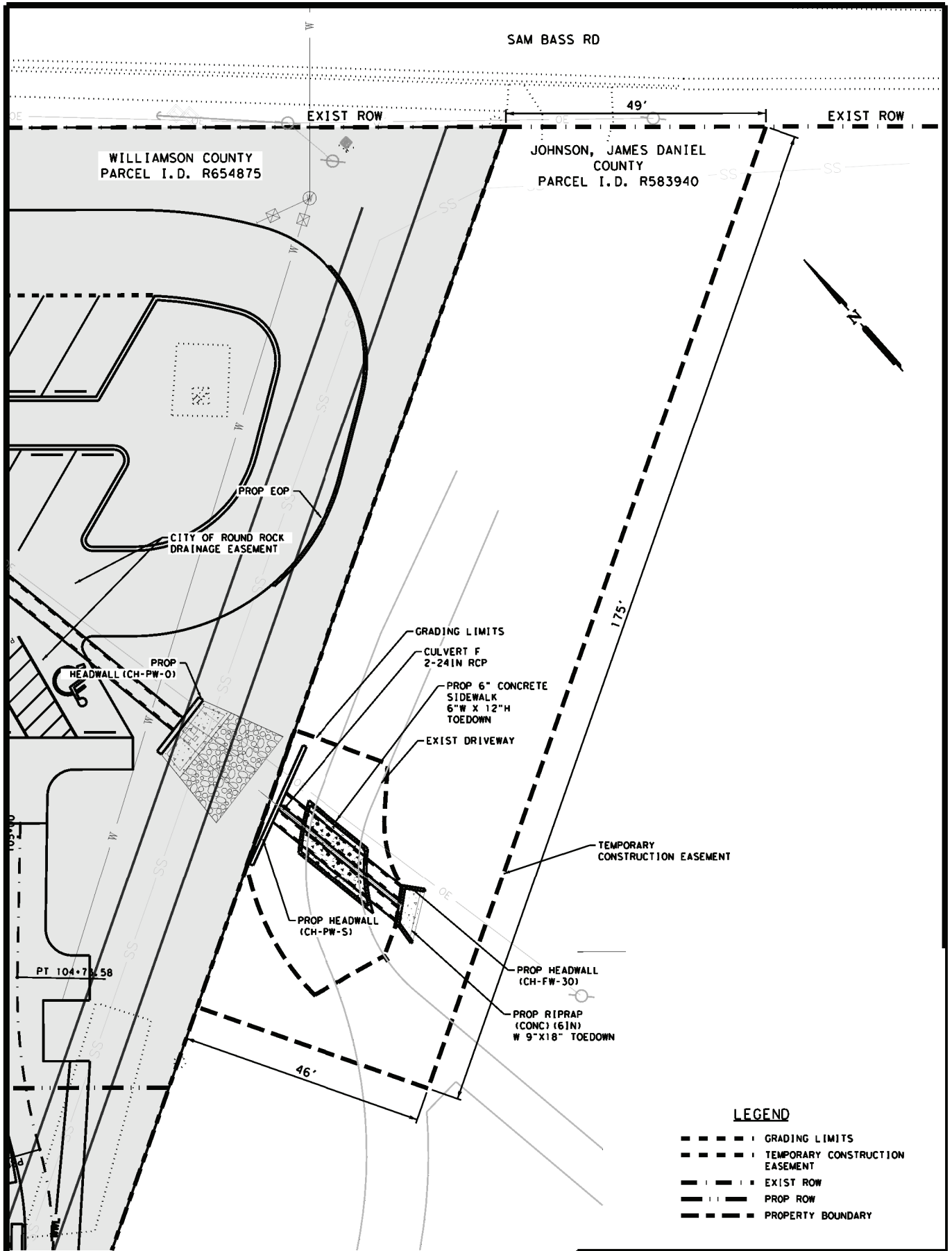
EXHIBIT "A-2"



TEMPORARY CONSTRUCTION EASEMENT EXHIBIT
JOHNSON, JAMES DANIEL
R53940

PLOTTED ON: \$DATE\$

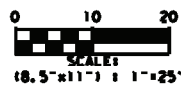
DESIGN FILENAME: \$FILE\$



LEGEND

- GRADING LIMITS
- TEMPORARY CONSTRUCTION EASEMENT
- EXIST ROW
- PROP ROW
- PROPERTY BOUNDARY

EXHIBIT "A-3"



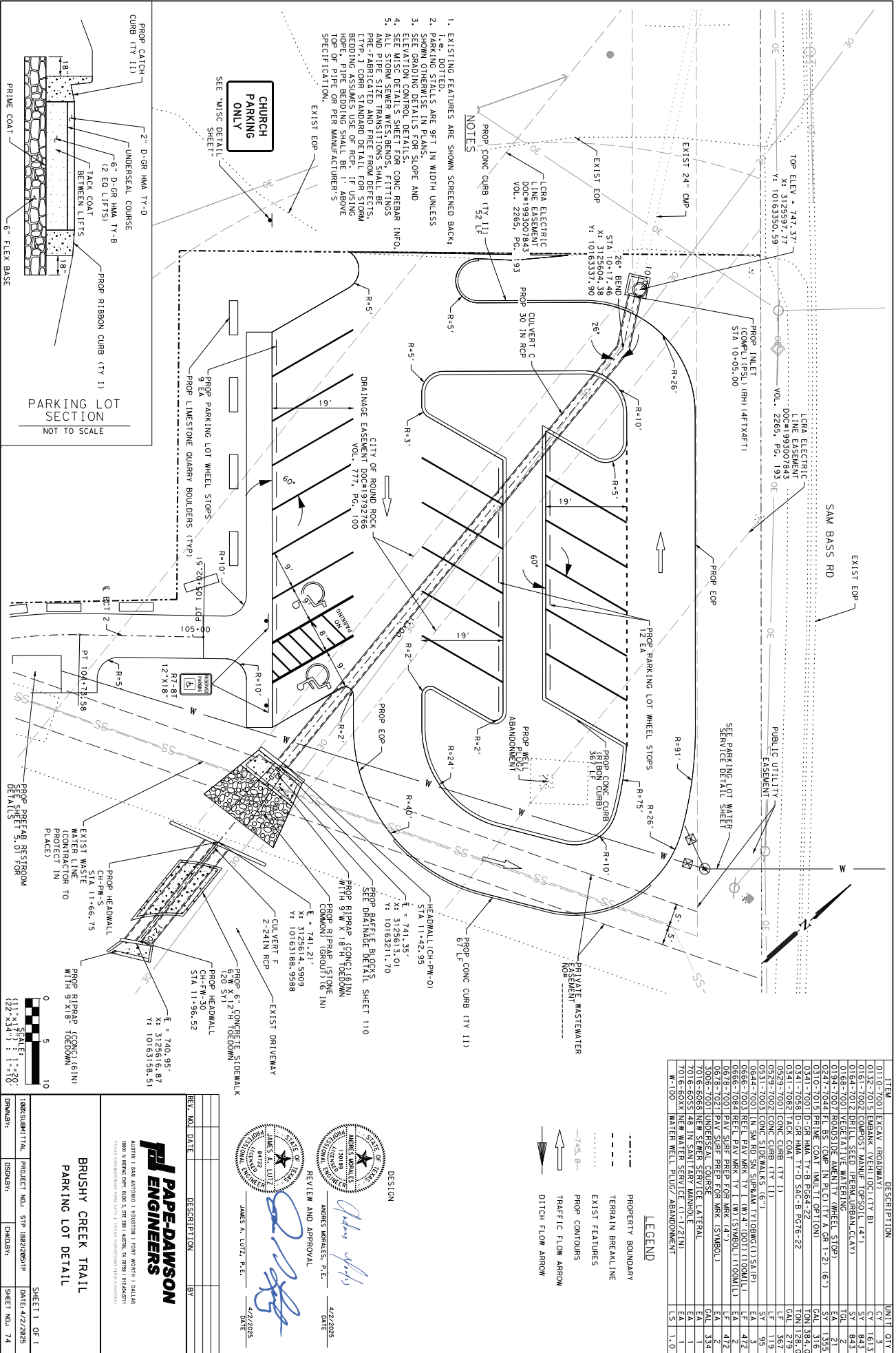
**TEMPORARY CONSTRUCTION EASEMENT EXHIBIT
JOHNSON, JAMES DANIEL
R53940**

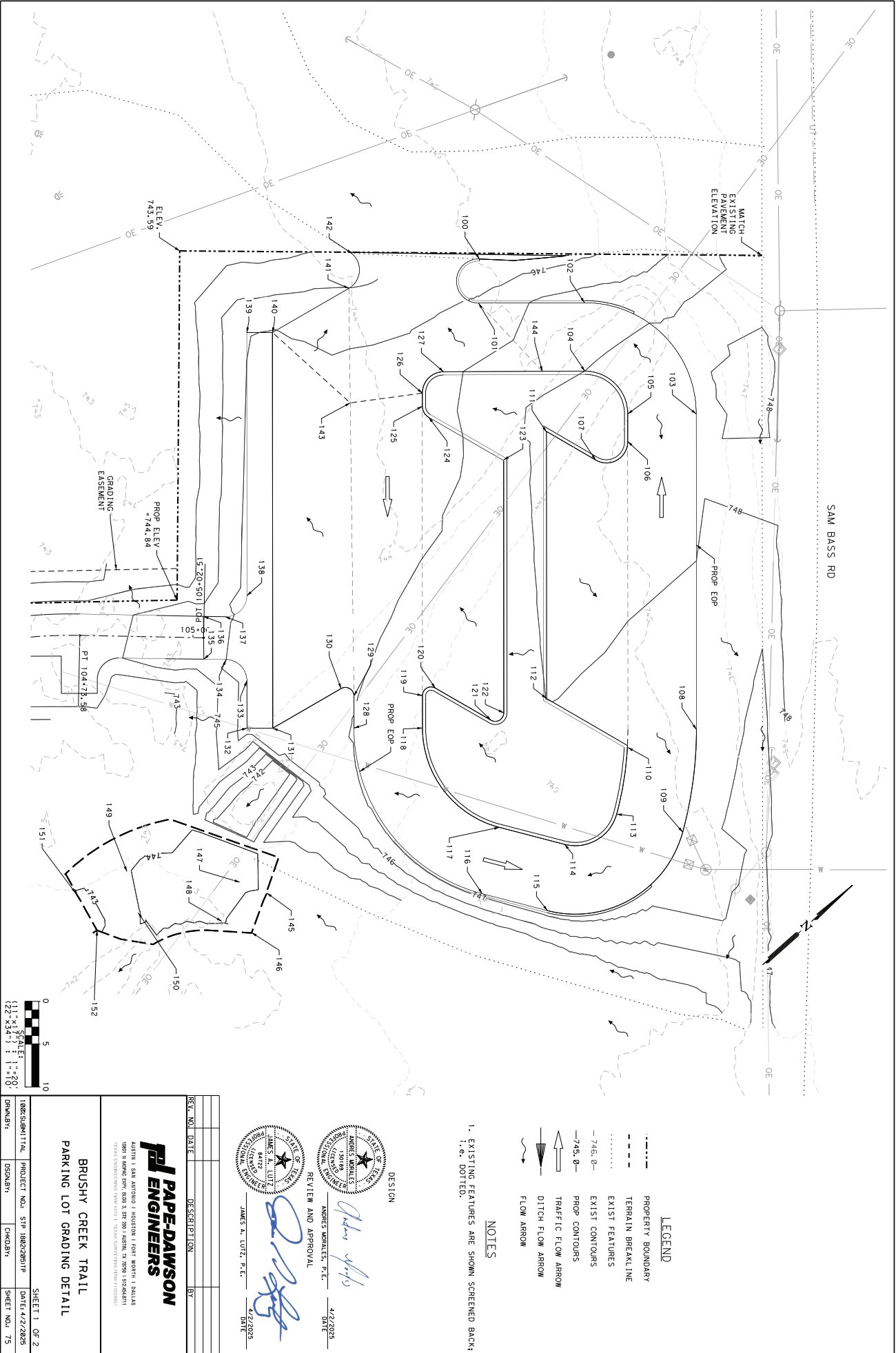
**EXHIBIT “B” CULVERT RECONSTRUCTION PLANS
FOLLOWS**

EXHIBIT "B"

Design Filename: H:\Projects\508\67\02\Design\Civil\Roadway\5086702_PRR_DET.dgn

Plotted on: 4/2/2025





POINT	NORTHING	EASTING	ELEV
100	10163330.05	3125565.40	745.19
101	10163322.40	3125572.31	746.19
102	10163339.44	3125590.28	747.68
103	10163338.40	3125627.09	748.36
104	10163327.83	3125601.29	748.00
105	10163327.43	3125615.44	748.48
106	10163322.75	3125619.86	748.40
107	10163314.45	3125617.35	748.44
108	10163284.74	3125677.66	747.94
109	10163265.22	3125691.69	747.80
110	10163270.98	3125668.51	748.00
111	10163311.43	3125604.41	748.49
112	10163266.02	3125647.21	748.13
113	10163257.58	3125677.63	747.90
114	10163244.11	3125673.61	747.80
115	10163330.08	3125681.30	747.57
116	10163222.51	3125667.51	747.48
117	10163336.54	3125659.82	747.70
118	10163241.13	3125630.81	747.51
119	10163246.65	3125625.61	747.46

POINT	NORTHING	EASTING	ELEV
120	10163249.97	3125626.60	747.46
121	10163253.43	3125641.21	747.45
122	10163256.74	3125642.21	747.45
123	10163299.64	3125601.79	747.29
124	10163294.99	3125582.12	746.82
125	10163292.85	3125579.23	746.58
126	10163298.08	3125577.15	746.53
127	10163305.14	3125577.35	746.83
128	10163230.16	3125619.17	747.18
129	10163235.61	3125614.03	747.14
130	10163234.82	3125610.66	747.10
131	10163217.12	3125605.35	746.73
132	10163213.01	3125600.98	746.60
133	10163221.10	3125593.35	746.53
134	10163221.30	3125586.39	746.12
135	10163217.83	3125582.60	745.84
136	10163225.04	3125575.63	745.73
137	10163228.45	3125579.42	746.00
138	10163235.59	3125579.70	746.39
139	10163280.28	3125537.59	745.96

POINT	NORTHING	EASTING	ELEV
140	10163284.39	3125541.96	746.08
141	10163304.11	3125547.88	745.05
142	1016310.59	3125542.81	744.38
143	10163284.87	3125566.46	746.39
144	10163321.00	3125594.08	747.70
145	10163188.15	3125630.76	745.82
146	10163178.96	3125634.51	745.17
147	10163185.56	3125624.42	744.40
148	10163176.11	3125627.75	744.16
149	10163169.39	3125603.51	744.23
150	10163164.17	3125612.03	744.00
151	10163157.64	3125598.27	743.01
152	10163154.59	3125607.84	742.75

DESIGN



ANDRES MORALES, P.E.

4/2/2025

REVIEW AND APPROVAL



JAMES A. LUTZ, P.E.

4/2/2025

BRUSHY CREEK TRAIL
PARKING LOT DETAIL
POINT TABLE

100% SUBMITTAL

PROJECT NO.: STP 18022801P

DATE: 4/2/2025

DRAWN BY:

CHECKED BY:

SHEET NO.: 76

100% SUBMITTAL

PROJECT NO.: STP 18022801P

DATE: 4/2/2025

DRAWN BY:

CHECKED BY:

SHEET NO.: 76