

TEMPORARY CONSTRUCTION EASEMENT PURCHASE AGREEMENT

This Purchase Agreement (this “Agreement”) is made and entered into by and between the **CITY OF PFLUGERVILLE, TEXAS**, a Texas home rule municipality (“Grantee”), and **BHA PFLUGERVILLE, LLC**, a Texas limited liability company (“Grantor”), hereafter collectively referred to as the “Parties,” upon the premises and for the purposes set out herein and is effective as stated in this Agreement.

INTRODUCTION

A. Grantor is the current owner thereof of A PORTION OF CALLED 20.00-ACRE TRACT OF LAND SITUATED IN THE E. KIRKLAND SURVEY NO. 7, ABSTRACT NO. 458, TRAVIS COUNTY TEXAS, HAVING BEEN CONVEYED TO BHA PFLUGERVILLE, LLC BY ASSUMPTION WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2024022694 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

B. Grantee requires the use of portions of this tract for a Temporary Construction Easement (**Exhibit “A”**) for the Weiss Pecan Water Line Project hereafter collectively referred to as the “Easement.”

C. Grantor is willing to convey and Grantee to purchase the Temporary Construction Easement rights for the appraised value of **\$70,003.00**.

NOW, THEREFORE, in exchange for the mutual promises provided herein, the Parties agree as follows:

I.

Purchase and Sale Agreement. For the Purchase Price, Grantor agrees to grant a Temporary Construction Easement to Grantee, and Grantee agrees to pay Grantor for a Temporary Construction Easement as described in **Exhibit “A”** to facilitate the construction of Public infrastructure, which shall include use of the Easement Property for access, construction staging and storage, and other construction activities for that certain City of Pflugerville Weiss Pecan Water Line Project. The promises by Grantee and Grantor stated in this contract are the consideration for the formation of this contract. The obligation of the Grantee contained in this agreement is conditional on City Council of Pflugerville’s approval and acceptance of the Easement. In the event the City Council does not approve the acceptance of the Easement, Grantee shall pay Grantor \$100.00, as consideration for Grantor’s agreement to the condition on closing and shall return to Grantor all original documents, unfiled with the County, at Grantee’s expense.

II.

The Purchase Price. **SEVENTY THOUSAND AND THREE DOLLARS (\$70,003.00)** to be paid at closing.

III.

The Property. A Temporary Construction Easement over and across, under and through A PORTION OF CALLED 20.00-ACRE TRACT OF LAND SITUATED IN THE E. KIRKLAND SURVEY NO. 7, ABSTRACT NO. 458, TRAVIS COUNTY TEXAS, HAVING BEEN CONVEYED TO BHA PFLUGERVILLE, LLC BY ASSUMPTION WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2024022694 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS., as more particularly described in **Exhibit “A”**, attached hereto and incorporated by reference for all purposes.

IV.

Easement Instrument. The Instrument of Conveyance shall be in substantial conformance with the form and substance as stated in the Temporary Construction Easement (**Exhibit “A-1”**) attached hereto and incorporated by reference for all purposes.

V.

Term. The variable width TCE granted herein shall terminate automatically upon completion of the construction of the Public infrastructure included in Grantee’s Public infrastructure project, but no later than 30 months from the date of execution of this document, whichever occurs first. Furthermore, upon termination of this TCE, Grantee shall record a release of the TCE in the Travis County official public records.

VI.

Miscellaneous.

- A. *Closing Date.* The parties shall close on this transaction within 30 days of City Council’s approval and acceptance of the Easement.
- B. *Notice.* Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; (ii) by depositing it with Federal Express or another service guaranteeing “next day delivery”, addressed to the party to be notified and with all charges prepaid; (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement; or (iv) by facsimile with confirming copy sent by one of the other described methods of notice set forth. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective only when received. For purposes of notice, the addresses of the parties will, until changed as provided below, be as follows:

Grantee: City of Pflugerville
Attn: Sereniah Breland, City Manager
100 East Main Street
Pflugerville, Texas 78660

Grantor: BHA Pflugerville, LLC
8018 Broadway, STE 201
San Antonio, Texas 78209

- C. *Severability; Waiver.* If any provision of this agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is similar in terms to the illegal, invalid, or enforceable provision as is possible. Each of the rights and obligations of the parties hereto are separate covenants. Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not be deemed a waiver of such provision or any other provision, and such party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.
- D. *Applicable Law and Venue.* The interpretation, performance, enforcement, and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Travis County, Texas.
- E. *Entire Agreement.* With the exception of the permits and approvals to be issued in connection with this Agreement, this Agreement contains the entire agreement of the Parties and there are no other agreements or promises, oral or written between the Parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the Parties. This Agreement supersedes all other agreements between the Parties concerning the subject matter hereof.
- F. *Exhibits and Counterparts.* All exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The section headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the sections. The Parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. If there is any conflict or inconsistency between the provisions of this Agreement and otherwise applicable City ordinances, the terms of this Agreement will control. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts bear the signatures of all the parties.
- G. *Representations and Warranties by Grantor.* Grantor warrants, represents, covenants, and agrees that Grantor has fee simple absolute title to the Property described in **Exhibit “A”** that said Property is free of any liens or other encumbrances that would prevent this grant, and that Grantor meets all requirements to contract with the City of Pflugerville as provided by Chapter 38 of the City’s Code of Ordinances.

- H. Eligibility Certification.* Seller certifies that the individual or business entity named in the Agreement is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this certification is inaccurate.
- I. Payment of Debt or Delinquency* to the State or Political Subdivision of the State. Pursuant to Chapter 38, City of Pflugerville Code of Ordinances, Grantor agrees that any payments owing to Grantor under the Agreement may be applied directly toward any debt or delinquency that Grantor owes the City of Pflugerville, State of Texas, or any political subdivision of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
- J. Texas Family Code Child Support Certification.* Grantor certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.

EXECUTED this the 31st day of MARCH, 2025.

GRANTOR:

BHA PFLUGERVILLE, LLC
a Texas limited liability company

By: 

Name: JACK BIEGLER

Title: PRESIDENT

GRANTEE:

CITY OF PFLUGERVILLE,
a Texas home rule municipality

By: _____
Sereniah Breland, City Manager

ATTEST:

Trista Evans, City Secretary



PARCEL 4B

TEMPORARY CONSTRUCTION EASEMENT

BEING A 0.670-ACRE (29,168 SQUARE FOOT) TRACT OF LAND SITUATED IN THE E. KIRKLAND SURVEY NO. 7, ABSTRACT NO. 458, TRAVIS COUNTY, TEXAS, BEING A PORTION OF CALLED 20.00-ACRE TRACT OF LAND HAVING BEEN CONVEYED TO BHA PFLUGERVILLE, LLC BY ASSUMPTION WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2024022694 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 0.670-ACRE (29,168 SQUARE FOOT) TRACT OF LAND BEING SHOWN ON ACCOMPANYING SKETCH AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE on a magnetic nail (no shiner) found on the northwest right-of-way line of Weiss Lane (right-of-way width varies), being the most southerly corner of the above referenced 20.00-acre tract conveyed to BHA PFLUGERVILLE, LLC, same being the most easterly corner of a called 32.290-acre tract of land conveyed to Joe Weiss in Document Number 2001065238 of the Official Public Records of Travis County, Texas, **THENCE** departing said northwest right-of-way line of Weiss Lane, with the southwest boundary line of said 20.00-acre tract, same being the northeast boundary line of said 32.290-acre tract conveyed to Joe Weiss, **North 62° 23' 44" West** a distance of 25.00 feet to a calculated point having Texas State Plane Coordinate System of 1983 (Central Zone-4203, NAD83 U.S. Survey Feet,) values of N=10,130,682.70, E=3,166,327.32, for the most southerly corner and **POINT OF BEGINNING** of the herein described 0.670-acre tract of land;

THENCE continuing with said southwest boundary line of the 20.00-acre tract, same being said northeast boundary line of the 32.290-acre tract conveyed to Joe Weiss, **North 62° 23' 44" West** for a distance of **50.00 feet** to a calculated point for the most westerly corner of the herein described tract;

THENCE departing said northeast boundary line of the 32.290-acre tract conveyed to Joe Weiss, through the interior of said 20.00-acre tract, **North 27° 33' 37" East** for a distance of **583.35 feet** to a calculated point on the northeast boundary line of said 20.00-acre tract, same being the southwest boundary line of the remainder portion of a called 32.290-acre tract conveyed to Robin Weiss Faulk, Jackie Weiss Porter and Randy Charles Weiss in Document Number 2021090817 of the Official Public Records of Travis County, Texas, for the most northerly corner of the herein described tract;

THENCE with said northeast boundary line of the 20.00-acre tract, same being said southwest boundary line of the remainder portion of a called 32.290-acre tract (Tract 2) conveyed to Robin Weiss Faulk, Jackie Weiss Porter and Randy Charles Weiss, **South 62° 26' 23" East** for a distance of **50.00 feet** to a calculated point for the most easterly corner of the herein described tract, from which a ½-inch diameter iron rod with orange plastic cap stamped "McGRAY & McGRAY" found on said northwest right-of-way line of Weiss Lane, being the most easterly corner of a called 32.290-acre tract (Tract 1), also having been conveyed to Robin Weiss Faulk, Jackie Weiss Porter and Randy Charles Weiss in said Document Number 2021090817, bears with said northeast boundary line of said 20.00-acre tract, same being said southwest boundary line of the remainder portion of a called 32.290-acre tract (Tract 2), **South 62° 26' 23" East** a distance of 25.00 feet to a calculated point on said northwest right-of-way line of Weiss

EXHIBIT "A"

Lane, being the most easterly corner of said 20.00-acre tract, same being the most southerly corner of said 32.290-acre tract (Tract 2), THENCE with said northwest right-of-way line of Weiss Lane, same being the southeast boundary lines of said (Tract 1) and (Tract 2), the following five (5) courses and distances:

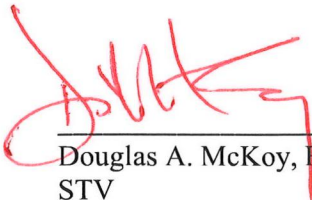
- 1) North 27° 33' 37" East a distance of 810.76 feet to a point;
- 2) North 62° 26' 23" West a distance of 20.00 feet to a point;
- 3) North 27° 33' 37" East a distance of 35.00 feet to a point;
- 4) South 62° 26' 23" East a distance of 20.00 feet to a point;
- 5) North 27° 31' 06" East a distance of 374.69 feet;

THENCE departing said southwest boundary line of the remainder portion of a called 32.290-acre tract (Tract 2), through said interior of the 20.00-acre tract, **South 27° 33' 37" West** for a distance of **583.39 feet** to the **POINT OF BEGINNING** and containing 0.670 acre (29,168 square feet) of land.

Bearings are based on the Texas Central Zone State Plane Coordinate System, NAD '83 (HARN '93), which is based on the Trimble RTKNet, AllTerra VRS Network.

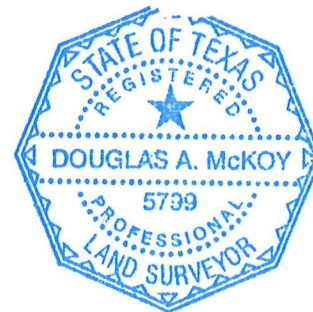
Surveyed in the field October, 2024.

That I, Douglas A. McKoy, a Registered Professional Land Surveyor, do hereby certify that the above description and drawing attached hereto is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

 2024.11.19

Douglas A. McKoy, R.P.L.S. No. 5799
STV

One Chisholm Trail, Suite 130
Round Rock, Texas 78681
Ph. (512) 248-0065
TBPLS Firm No. 10194115
Project No. 1800978



11-19-2024
Date

EXHIBIT "A"

**DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION OF A
TEMPORARY CONSTRUCTION EASEMENT (0.670 ACRES)
LOCATED IN THE E. KIRKLAND SURVEY NO. 7, ABSTRACT NO. 458, TRAVIS COUNTY, TEXAS
AND BEING PART OF A CALLED 20.00 ACRE TRACT OF LAND DESCRIBED IN DOCUMENT NO.
2024022694 OF THE
OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS**

E. KIRKLAND SURVEY NO. 7,
ABSTRACT NO. 458
TRAVIS COUNTY, TEXAS

Line Table		
LINE	BEARING	LENGTH
L1	N 62°23'44" W	25.00'
L2	N 62°23'44" W	50.00'
L3	N 27°33'37" E	583.35'
L4	S 62°26'23" E	50.00'
L5	S 27°33'37" W	583.39'
L6	S 62°26'23" E	25.00'
L7	N 27°33'37" E	583.41'
L8	N 62°26'23" W	20.00'
L9	N 27°33'37" E	35.00'
L10	S 62°26'23" E	20.00'
L11	N 27°31'06" E	374.69'

ROBIN WEISS FAULK
JACKIE WEISS PORTER
RANDY CHARLES WEISS
DOC. NO. 2021090817
O.P.R.T.C.T.

TRACT 1
(32.290)

WATER LINES EASEMENT
(PART 2 - 0.101 AC.)
DOC. NO. 2021270336
O.P.R.T.C.T.

OLD DEED LINE
ROBIN WEISS FAULK
JACKIE WEISS PORTER
RANDY CHARLES WEISS
DOC. NO. 2021090817
O.P.R.T.C.T.

TRACT 2
(REMAINDER OF 32.290)

WATER LINES EASEMENT
DOC. NO. 2021270349
O.P.R.T.C.T.
(0.311 AC.)

PARCEL 4B
T.C.E.
0.670 ACRE
(29,168 sq. ft.)

BHA PFLUGERVILLE, LLC
DOC. NO. 2024022694
O.P.R.T.C.T.

(20.00 ACRES)

ORANGE CAP
"McGRAY & McGRAY"

10' P.U.E.
DOC. NO. 2017024058
O.P.R.T.C.T.



WEISS LANE
(R.O.W. WIDTH VARIES)

POINT OF BEGINNING
N=10,130,682.70'
E=3,166,327.32'
GRID

BEGIN FOR
REFERENCE

MAGNETIC NAIL
IN ASPHALT

JOE WEISS
DOC. NO. 2001065238
O.P.R.T.C.T.

(32.290 ACRES)

LEGEND

△ = CALCULATED POINT

● = 1/2" IRON ROD WITH CAP "AS NOTED" FOUND

● = 1/2" IRON ROD FOUND UNLESS NOTED OTHERWISE

D.R.T.C.T. = DEED RECORDS OF TRAVIS COUNTY, TEXAS

R.P.R.T.C.T. = REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS

O.P.R.T.C.T. = OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

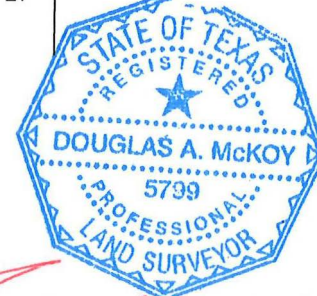
T.C.E. = TEMPORARY CONSTRUCTION EASEMENT

GENERAL NOTES:

- SUBJECT TO ANY AND ALL COVENANTS, RESTRICTIONS, EASEMENTS AND CONDITIONS THAT MAY BE APPLICABLE.
- BEARINGS ARE BASED ON THE TEXAS CENTRAL ZONE STATE COORDINATE SYSTEM NAD'83 (HARN'93) WHICH IS BASED ON THE TRIMBLE RTKNET.
- ALL DISTANCES ARE SURFACE DISTANCES.
- THIS EXHIBIT "A" ACCOMPANIES A METES AND BOUNDS DESCRIPTION OF THE TRACT OF LAND SHOWN HEREON.



1 Chisholm Trail, Suite 130
Round Rock, Texas 78681 512.248.0065
TEXAS REGISTERED ENGINEERING FIRM F-1741
TBPELS 10194115



DOUGLAS A. MCKOY, RPLS NO. 5799

SURVEYED: OCTOBER 2024

PAGE 3 OF 3

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

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

GRANT OF EASEMENT:

BHA PFLUGERVILLE, LLC, a Texas limited liability company ("Grantor"), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto **THE CITY OF PFLUGERVILLE, TEXAS**, a home-rule city located in Travis County, Texas ("Grantee"), an exclusive temporary access and construction easement ("TCE" or "Easement") across a variable width area upon and across the property of Grantor, which is more particularly described on Exhibit "A", attached hereto and incorporated herein by reference ("Easement Property"), together with rights of ingress and egress across the property of the Grantor if necessary to access the TCE. Grantor and Grantee may jointly be referred to by "the parties."

TO HAVE AND TO HOLD the same unto Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below. Grantor does hereby covenant and agree to WARRANT AND DEFEND title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof to the extent that such claim arises by, through, or under Grantor.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. *Definitions.* For the purposes of this grant of Easement certain terms shall have the meanings that follow:
 - (a) "Grantee" shall include Grantee's heirs, successors and assigns who at any time own any interest in the conveyance and are subject to the terms of this agreement.

(b) "Public infrastructure" shall mean water, reclaimed water and/or wastewater pipelines and associated appurtenances to be constructed by the Grantee or its agents, contractors and assigns.

2. *Character of Easement.* The Easement granted herein is "in gross," in that there is no "Benefitted Property." Nevertheless, the Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof. The Easement rights of use granted herein are irrevocable until the termination of the TCE in accordance with the terms herein.
3. *Purpose of Easement.* The Easement shall be used to facilitate the construction of Public infrastructure, which shall include use of the Easement Property for access, construction staging and storage, and other construction activities.
4. *Term.* The variable width TCE granted herein shall terminate automatically upon completion of the construction of the Public infrastructure included in Grantee's Public infrastructure project, but no later than 30 months from the date of execution of this document, whichever occurs first. Furthermore, upon termination of this TCE, Grantee shall record a release of the TCE in the Travis County official public records.
5. *Reservation of Rights.* Save and except, Grantor retains the right to surface use. Grantor and Grantor's heirs, successors, and assigns shall retain the right to use the surface of all or part of the Easement Property in conjunction with Grantee as long as such use by Grantor and Grantor's heirs, successors, and assigns neither interferes nor conflicts with the use of the Easement Property by Grantee for the Easement Purpose.
6. *Use and Maintenance of Easement Property.* Grantee has the right to remove or relocate any encroachments into the Easement Property as necessary to utilize the same for the purpose of this Easement.
7. *Restoration.* Upon completion of construction of Public infrastructure, Grantee will fill all trenches, repair and restore any fencing damaged by construction activities, remove all construction debris and restore, as nearly as possible, the surface of the Easement Property to its condition prior to the commencement of construction.
8. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of

legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

9. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.
10. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.
11. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.
12. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.
13. *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.
14. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.
15. *Integration.* This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.
16. *Legal Construction.* Any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and

section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

17. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Mailing address of Grantor is as follows: BHA Pflugerville, LLC, 8018 Broadway, STE 201, San Antonio, Texas 78209. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.
18. *Recitals/Exhibits.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement. All exhibits referenced herein are attached hereto and incorporated by reference herein for all purposes.
19. *Entire Agreement.* This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.
20. *Assignability.* The Easement may be assigned by Grantee, its successors or assigns, without the prior written consent of Grantor.

(signature pages to follow)

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____ 2025.

GRANTOR:
BHA PFLUGERVILLE, LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS
COUNTY OF _____

§
§
§

BEFORE ME, the undersigned authority, on this day personally appeared _____, as the _____ of BHA PFLUGERVILLE, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and he/she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____ 2025.

(seal)

Notary Public Signature

GRANTEE:

AGREED AND ACCEPTED:

CITY OF PFLUGERVILLE, TEXAS,
a Texas home-rule municipality

By: _____
Sereniah Breland, City Manager

ATTEST:

By: _____
Trista Evans, City Secretary

THE STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on _____,
2025, by Sereniah Breland, City Manager of the City of Pflugerville, Texas, a Texas
home-rule municipality, on behalf of said municipality.

Notary Public Signature

(seal)

AFTER RECORDING, RETURN TO:

Mrs. Norma Martinez, MBA
Real Estate Manager
City of Pflugerville
15500 Sun Light Near Way
Pflugerville, Texas 78691

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TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

GRANT OF EASEMENT:

BHA PFLUGERVILLE, LLC, a Texas limited liability company ("Grantor"), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto **THE CITY OF PFLUGERVILLE, TEXAS**, a home-rule city located in Travis County, Texas ("Grantee"), an exclusive temporary access and construction easement ("TCE" or "Easement") across a variable width area upon and across the property of Grantor, which is more particularly described on Exhibit "A", attached hereto and incorporated herein by reference ("Easement Property"), together with rights of ingress and egress across the property of the Grantor if necessary to access the TCE. Grantor and Grantee may jointly be referred to by "the parties."

TO HAVE AND TO HOLD the same onto Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below. Grantor does hereby covenant and agree to WARRANT AND DEFEND title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof to the extent that such claim arises by, through, or under Grantor.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. *Definitions.* For the purposes of this grant of Easement certain terms shall have the meanings that follow:
 - (a) "Grantee" shall include Grantee's heirs, successors and assigns who at any time own any interest in the conveyance and are subject to the terms of this agreement.

(b) "Public infrastructure" shall mean water, reclaimed water and/or wastewater pipelines and associated appurtenances to be constructed by the Grantee or its agents, contractors and assigns.

2. *Character of Easement.* The Easement granted herein is "in gross," in that there is no "Benefitted Property." Nevertheless, the Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof. The Easement rights of use granted herein are irrevocable until the termination of the TCE in accordance with the terms herein.
3. *Purpose of Easement.* The Easement shall be used to facilitate the construction of Public infrastructure, which shall include use of the Easement Property for access, construction staging and storage, and other construction activities.
4. *Term.* The variable width TCE granted herein shall terminate automatically upon completion of the construction of the Public infrastructure included in Grantee's Public infrastructure project, but no later than 30 months from the date of execution of this document, whichever occurs first. Furthermore, upon termination of this TCE, Grantee shall record a release of the TCE in the Travis County official public records.
5. *Reservation of Rights.* Save and except: Grantor retains the right to surface use. Grantor and Grantor's heirs, successors, and assigns shall retain the right to use the surface of all or part of the Easement Property in conjunction with Grantee as long as such use by Grantor and Grantor's heirs, successors, and assigns neither interferes nor conflicts with the use of the Easement Property by Grantee for the Easement Purpose.
6. *Use and Maintenance of Easement Property.* Grantee has the right to remove or relocate any encroachments into the Easement Property as necessary to utilize the same for the purpose of this Easement.
7. *Restoration.* Upon completion of construction of Public infrastructure, Grantee will fill all trenches, repair and restore any fencing damaged by construction activities, remove all construction debris and restore, as nearly as possible, the surface of the Easement Property to its condition prior to the commencement of construction.
8. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of

legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

9. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.
10. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.
11. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.
12. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.
13. *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.
14. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.
15. *Integration.* This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.
16. *Legal Construction.* Any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and

section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

17. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Mailing address of Grantor is as follows: BHA Pflugerville, LLC, 8018 Broadway, STE 201, San Antonio, Texas 78209. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.
18. *Recitals/Exhibits.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement. All exhibits referenced herein are attached hereto and incorporated by reference herein for all purposes.
19. *Entire Agreement.* This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.
20. *Assignability.* The Easement may be assigned by Grantee, its successors or assigns, without the prior written consent of Grantor.

(signature pages to follow)

IN WITNESS WHEREOF, this instrument is executed this 31st day of MARCH 2025.

GRANTOR:
BHA PFLUGERVILLE, LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS

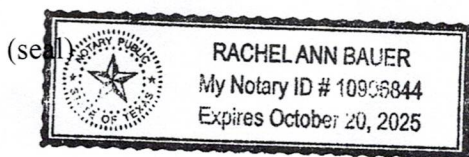
COUNTY OF BEXAR

§
§
§

BEFORE ME, the undersigned authority, on this day personally appeared JACK BIEGLER, as the MANAGER of BHA PFLUGERVILLE, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and he/she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 31st day of MARCH 2025.

Notary Public Signature





PARCEL 4B

TEMPORARY CONSTRUCTION EASEMENT

BEING A 0.670-ACRE (29,168 SQUARE FOOT) TRACT OF LAND SITUATED IN THE E. KIRKLAND SURVEY NO. 7, ABSTRACT NO. 458, TRAVIS COUNTY, TEXAS, BEING A PORTION OF CALLED 20.00-ACRE TRACT OF LAND HAVING BEEN CONVEYED TO BHA PFLUGERVILLE, LLC BY ASSUMPTION WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2024022694 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 0.670-ACRE (29,168 SQUARE FOOT) TRACT OF LAND BEING SHOWN ON ACCOMPANYING SKETCH AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE on a magnetic nail (no shiner) found on the northwest right-of-way line of Weiss Lane (right-of-way width varies), being the most southerly corner of the above referenced 20.00-acre tract conveyed to BHA PFLUGERVILLE, LLC, same being the most easterly corner of a called 32.290-acre tract of land conveyed to Joe Weiss in Document Number 2001065238 of the Official Public Records of Travis County, Texas, **THENCE** departing said northwest right-of-way line of Weiss Lane, with the southwest boundary line of said 20.00-acre tract, same being the northeast boundary line of said 32.290-acre tract conveyed to Joe Weiss, **North 62° 23' 44" West** a distance of 25.00 feet to a calculated point having Texas State Plane Coordinate System of 1983 (Central Zone-4203, NAD83 U.S. Survey Feet,) values of N=10,130,682.70, E=3,166,327.32, for the most southerly corner and **POINT OF BEGINNING** of the herein described 0.670-acre tract of land;

THENCE continuing with said southwest boundary line of the 20.00-acre tract, same being said northeast boundary line of the 32.290-acre tract conveyed to Joe Weiss, **North 62° 23' 44" West** for a distance of **50.00 feet** to a calculated point for the most westerly corner of the herein described tract;

THENCE departing said northeast boundary line of the 32.290-acre tract conveyed to Joe Weiss, through the interior of said 20.00-acre tract, **North 27° 33' 37" East** for a distance of **583.35 feet** to a calculated point on the northeast boundary line of said 20.00-acre tract, same being the southwest boundary line of the remainder portion of a called 32.290-acre tract conveyed to Robin Weiss Faulk, Jackie Weiss Porter and Randy Charles Weiss in Document Number 2021090817 of the Official Public Records of Travis County, Texas, for the most northerly corner of the herein described tract;

THENCE with said northeast boundary line of the 20.00-acre tract, same being said southwest boundary line of the remainder portion of a called 32.290-acre tract (Tract 2) conveyed to Robin Weiss Faulk, Jackie Weiss Porter and Randy Charles Weiss, **South 62° 26' 23" East** for a distance of **50.00 feet** to a calculated point for the most easterly corner of the herein described tract, from which a ½-inch diameter iron rod with orange plastic cap stamped "McGRAY & McGRAY" found on said northwest right-of-way line of Weiss Lane, being the most easterly corner of a called 32.290-acre tract (Tract 1), also having been conveyed to Robin Weiss Faulk, Jackie Weiss Porter and Randy Charles Weiss in said Document Number 2021090817, bears with said northeast boundary line of said 20.00-acre tract, same being said southwest boundary line of the remainder portion of a called 32.290-acre tract (Tract 2), **South 62° 26' 23" East** a distance of 25.00 feet to a calculated point on said northwest right-of-way line of Weiss

EXHIBIT "A"

Lane, being the most easterly corner of said 20.00-acre tract, same being the most southerly corner of said 32.290-acre tract (Tract 2), THENCE with said northwest right-of-way line of Weiss Lane, same being the southeast boundary lines of said (Tract 1) and (Tract 2), the following five (5) courses and distances:

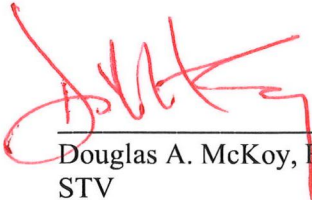
- 1) North 27° 33' 37" East a distance of 810.76 feet to a point;
- 2) North 62° 26' 23" West a distance of 20.00 feet to a point;
- 3) North 27° 33' 37" East a distance of 35.00 feet to a point;
- 4) South 62° 26' 23" East a distance of 20.00 feet to a point;
- 5) North 27° 31' 06" East a distance of 374.69 feet;

THENCE departing said southwest boundary line of the remainder portion of a called 32.290-acre tract (Tract 2), through said interior of the 20.00-acre tract, **South 27° 33' 37" West** for a distance of **583.39 feet** to the **POINT OF BEGINNING** and containing 0.670 acre (29,168 square feet) of land.

Bearings are based on the Texas Central Zone State Plane Coordinate System, NAD '83 (HARN '93), which is based on the Trimble RTKNet, AllTerra VRS Network.

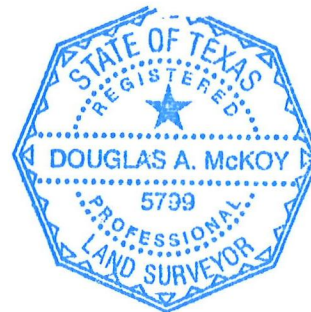
Surveyed in the field October, 2024.

That I, Douglas A. McKoy, a Registered Professional Land Surveyor, do hereby certify that the above description and drawing attached hereto is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

 2024.11.19

Douglas A. McKoy, R.P.L.S. No. 5799
STV

One Chisholm Trail, Suite 130
Round Rock, Texas 78681
Ph. (512) 248-0065
TBPLS Firm No. 10194115
Project No. 1800978



11-19-2024
Date

EXHIBIT "A"

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION OF A
TEMPORARY CONSTRUCTION EASEMENT (0.670 ACRES)
LOCATED IN THE E. KIRKLAND SURVEY NO. 7, ABSTRACT NO. 458, TRAVIS COUNTY, TEXAS
AND BEING PART OF A CALLED 20.00 ACRE TRACT OF LAND DESCRIBED IN DOCUMENT NO.
2024022694 OF THE
OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

E. KIRKLAND SURVEY NO. 7,
ABSTRACT NO. 458
TRAVIS COUNTY, TEXAS

Line Table		
LINE	BEARING	LENGTH
L1	N 62°23'44" W	25.00'
L2	N 62°23'44" W	50.00'
L3	N 27°33'37" E	583.35'
L4	S 62°26'23" E	50.00'
L5	S 27°33'37" W	583.39'
L6	S 62°26'23" E	25.00'
L7	N 27°33'37" E	583.41'
L8	N 62°26'23" W	20.00'
L9	N 27°33'37" E	35.00'
L10	S 62°26'23" E	20.00'
L11	N 27°31'06" E	374.69'

ROBIN WEISS FAULK
JACKIE WEISS PORTER
RANDY CHARLES WEISS
DOC. NO. 2021090817
O.P.R.T.C.T.

TRACT 1
(32.290)

WATER LINES EASEMENT
(PART 2 - 0.101 AC.)
DOC. NO. 2021270336
O.P.R.T.C.T.

OLD DEED LINE
ROBIN WEISS FAULK
JACKIE WEISS PORTER
RANDY CHARLES WEISS
DOC. NO. 2021090817
O.P.R.T.C.T.

TRACT 2
(REMAINDER OF 32.290)

10' P.U.E.
DOC. NO. 2017024058
O.P.R.T.C.T.

PARCEL 4B
T.C.E.
0.670 ACRE
(29,168 sq. ft.)

BHA PFLUGERVILLE, LLC
DOC. NO. 2024022694
O.P.R.T.C.T.

(20.00 ACRES)

ORANGE CAP
"McGRAY & McGRAY"

10' P.U.E.
DOC. NO. 2017024058
O.P.R.T.C.T.



WEISS LANE
(R.O.W. WIDTH VARIES)

POINT OF BEGINNING
N=10,130,682.70'
E=3,166,327.32'
GRID

BEGIN FOR
REFERENCE

MAGNETIC NAIL
IN ASPHALT

JOE WEISS
DOC. NO. 2001065238
O.P.R.T.C.T.

(32.290 ACRES)

LEGEND

△ = CALCULATED POINT

● = 1/2" IRON ROD WITH CAP "AS NOTED" FOUND

● = 1/2" IRON ROD FOUND UNLESS NOTED OTHERWISE

D.R.T.C.T. = DEED RECORDS OF TRAVIS COUNTY, TEXAS

R.P.R.T.C.T. = REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS

O.P.R.T.C.T. = OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

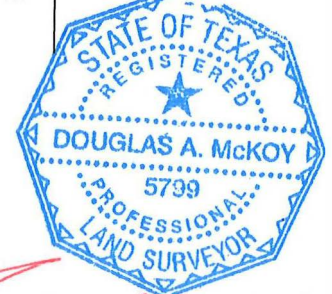
T.C.E. = TEMPORARY CONSTRUCTION EASEMENT

GENERAL NOTES:

- 1) SUBJECT TO ANY AND ALL COVENANTS, RESTRICTIONS, EASEMENTS AND CONDITIONS THAT MAY BE APPLICABLE.
- 2) BEARINGS ARE BASED ON THE TEXAS CENTRAL ZONE STATE COORDINATE SYSTEM NAD'83 (HARN'93) WHICH IS BASED ON THE TRIMBLE RTKNET.
- 3) ALL DISTANCES ARE SURFACE DISTANCES.
- 4) THIS EXHIBIT "A" ACCOMPANIES A METES AND BOUNDS DESCRIPTION OF THE TRACT OF LAND SHOWN HEREON.



1 Chisholm Trail, Suite 130
Round Rock, Texas 78681 512.248.0065
TEXAS REGISTERED ENGINEERING FIRM F-1741
TBPELS 10194115



DOUGLAS A. MCKOY, RPLS NO. 5799

SURVEYED: OCTOBER 2024

PAGE 3 OF 3