

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 **CENTURY LAND HOLDINGS II, LLC**, a Colorado limited liability company and **GRBK EDGEWOOD 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 164.962-acre tract, BEING THAT TRACT DESCRIBED AS 164.962 ACRES CONVEYED TO CENTURY LAND HOLDINGS II, LLC (UNDIVIDED ONE-HALF INTEREST) AND GRBK EDGEWOOD LLC (UNDIVIDED ONE-HALF INTEREST) BY SPECIAL WARRANTY DEED DATED OCTOBER 2, 2023, AS RECORDED IN DOCUMENT NO. 2023113020, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND ALSO LOTS 20, 21, 22, 23 AND 42, BLOCK A, LOT 2, BLOCK A, AND LOT 106, BLOCK B, BRAKER VALLEY PHASE 1, A SUBDIVISION OF RECORD IN DOCUMENT NO. 202400033, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

B. Grantee requires the use of portions of this tract for a Temporary Construction Easement (**Exhibit “A-1”**) for the Secondary Colorado Raw 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 **\$77,786.00**.

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-1”** to facilitate the construction of Public water infrastructure, which shall include use of the Easement for access, construction staging and storage, and other construction activities for that certain City of Pflugerville Secondary Colorado Raw Water Line Project. The promises by Grantee and Grantor stated in this contract are the consideration for the formation of this contract. The rights and obligations of the Grantee contained in this agreement are 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 and this Agreement (and any related easement documentation) shall be void and have no force or effect.

II.

The Purchase Price. **Seventy-Seven Thousand Seven Hundred Eighty-Six and No/Dollars (\$77,786.00)** to be paid at closing.

III.

The Property. A Temporary Construction Easement over and across, under and through a 164.962-acre tract of land having been conveyed to CENTURY LAND HOLDINGS II, LLC (UNDIVIDED ONE-HALF INTEREST) AND GRBK EDGEWOOD LLC (UNDIVIDED ONE-HALF INTEREST) BY SPECIAL WARRANTY DEED DATED OCTOBER 2, 2023, AS RECORDED IN DOCUMENT NO. 2023113020, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND ALSO LOTS 20, 21, 22, 23 AND 42, BLOCK A, LOT 2, BLOCK A, AND LOT 106, BLOCK B, BRAKER VALLEY PHASE 1, A SUBDIVISION OF RECORD IN DOCUMENT NO. 202400033, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, as more particularly described in **Exhibit “A-1”**, 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 Temporary Construction Easement granted herein shall terminate on December 31, 2026.

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; or (iii) 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: Century Land Holdings II, LLC
13620 N FM 620
Building A, Suite 170
Austin, TX 78717

GRBK Edgewood LLC
5501 Headquarters Dr.
Suite 300W
Plano, TX 75024

- 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. A PDF signed counterpart shall be deemed an original.

- 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-1” that, to Grantor’s actual knowledge, 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 4th day of September, 2024.

GRANTOR:

CENTURY LAND HOLDINGS II, LLC,
a Colorado limited liability company

By: Blake Roberts

Name: Blake Roberts

Title: ~~Vice President~~ Regional President

**GRBK EDGEWOOD LLC, a Texas
limited liability company**

By: Austin Evetts

Name: Austin Evetts

Title: Authorized Signatory

GRANTEE:

CITY OF PFLUGERVILLE,
a Texas home rule municipality

By: _____
Sereniah Breland, City Manager

ATTEST:

Trista Evans, City Secretary

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:

CENTURY LAND HOLDINGS II, LLC, a Colorado limited liability company and GRBK EDGEWOOD 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 easement area is more particularly described on Exhibit "A", "B" and "C", 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 Easement Property. 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, subject to all matters of record.

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 lines and associated appurtenances to be constructed by the Grantee or its agents, contractors and assigns.
- 2. *Exclusiveness of Easement and Reservation of Rights.* The Easement shall be exclusive, and Grantor covenants that Grantor will not convey any other easement or conflicting rights within the Easement tract, except as provided herein; notwithstanding the foregoing, Grantor may execute additional easements that do not interfere with Grantee's work, and Grantee shall not unreasonably withhold approval of any such additional easements. Grantor may alter or otherwise use the surface of the Easement tract for such purposes that do not interfere with the exercise by Grantee of the rights herein, granted, and may place, construct, operate, repair and maintain drainage lines and systems, and other public utility lines (including without limitation, water, wastewater, electric, telephone, cable television, and gas lines and systems) in, over, under and across the Easement tract (but may not install parallel lines within the Easement tract unless permission is expressly granted by Grantee with such approval not to be unreasonably withheld, conditioned or delayed), and may grant public and/or private easements for such uses; provided, however, that plans for all improvements to be placed within the Easement tract must be approved by Grantee before such improvements are installed or built, with such approval not to be unreasonably withheld, conditioned or delayed.
- 3. *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.
- 4. *Purpose of Easement.* The Easement shall be used to facilitate the construction of Public water infrastructure, which shall include use of the Easement Property for access, construction staging and storage, and other construction activities (the "Easement Purpose").
- 5. *Term.* The TCE granted herein shall terminate on December 31, 2026.
- 6. *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 does not interfere with the use of the Easement Property by Grantee for the Easement Purpose.

7. *Use and Maintenance of Easement Property.* Subject to all matters of record, Grantee has the right to remove or relocate any non-permanent encroachments into the Easement Property as necessary to utilize the same for the purpose of this Easement. Upon termination of the Easement, Grantee shall return the Easement Property to Grantor in a condition as near as practicable to its prior condition, ordinary wear and tear excepted, except that Grantee shall not be required to restore shrubs or any vegetation cleared from the surface of the Easement Property; provided, however, Grantee shall in any event re-seed the Easement Property to the same or better condition based on vegetation requirements of the applicable governing authority. Grantee shall keep the Easement Property free and clear from any liens arising out of any work performed, materials furnished, or obligations incurred by Grantee. The obligations of Grantee under this paragraph will survive termination of this agreement.
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.* If 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. 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.

Assignability. The Easement may be assigned by Grantee, its successors or assigns, without the prior written consent of Grantor.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____ 2024

GRANTOR:

**CENTURY LAND HOLDINGS II, LLC,
a Colorado limited liability company**

By: _____

Name: Blake Roberts

Title: Vice President

Exhibit "A-1"

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, a Notary Public, on this day personally appeared **Blake Roberts, Vice President of CENTURY LAND HOLDINGS II, LLC, a Colorado limited liability company**, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his oath stated that he is authorized to execute such instrument; and that said instrument is executed as the free and voluntary act and deed for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____ 2024.

Notary Public Signature

(seal)

**GRBK EDGEWOOD LLC, a Texas
limited liability company**

By: _____

Name: Austin Evetts

Title: Authorized Signatory

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, a Notary Public, on this day personally appeared **Austin Evetts, Authorized Signatory of GRBK EDGEWOOD LLC, a Texas limited liability company**, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his oath stated that he is authorized to execute such instrument; and that said instrument is executed as the free and voluntary act and deed for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____
day of _____ 2024.

Notary Public Signature

(seal)

GRANTEE:

AGREED AND ACCEPTED:

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

By: _____
Sereniah Breland, City Manager

ATTEST:

Trista
Evans, City Secretary

THE STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on _____,
2024, 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

EXHIBIT "A"

0.8340 Acre TCE
Temporary Construction Easement
Lucas Munos Survey No. 55, Abstract No. 513
Travis County, Texas

DESCRIPTION FOR A 0.8340 OF ONE ACRE
TEMPORARY CONSTRUCTION EASEMENT

DESCRIPTION OF A 0.8340 OF ONE ACRE (36,329 SQUARE FOOT) EASEMENT CONSISTING OF THREE PARTS, OUT OF THE LUCAS MUNOS SURVEY NO. 55, ABSTRACT NO. 513, TRAVIS COUNTY, TEXAS, BEING A PORTION OF LOTS 20, 21, 22, 23 AND 42, BLOCK A, AND BEING ALL OF LOT 2, BLOCK A, AND LOT 106, BLOCK B, BRAKER VALLEY PHASE 1, A SUBDIVISION OF RECORD IN DOCUMENT NO. 202400033, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 0.8340 OF ONE ACRE EASEMENT BEING MORE PARTICULARLY DESCRIBED IN THREE PARTS BY METES AND BOUNDS AS FOLLOWS:

PART 1 0.5746 Acre

BEGINNING at a calculated point at the southwest corner of this easement and the southwest corner of said Lot 42, and the southeast corner of Lot 1, Block A, in said Braker Valley Phase 1 subdivision, being in the north line of a 0.497 of one acre right-of-way dedication recorded in said Document No. 202400033, and in the existing north right-of-way line of Blue Goose Road (varying width right-of-way), said POINT OF BEGINNING having Surface Coordinates of N=10,103,025.90, E=3,146,665.61, from which a 1/2-inch iron rod with "BGE INC" cap found at the southwest corner of said 0.497 of one acre right-of-way dedication, being at the intersection of the existing north right-of-way line of Blue Goose Road and the existing east right-of-way line to Cameron Road (varying width right-of-way), bears South 16°43'25" West 19.81 feet, and North 73°16'35" West 54.12 feet;

- 1) THENCE, along the west line of this easement, the west line of said Lots 42, 23, 22, 21 and 20, and the east line of said Lot 1, **North 42°39'56" East 423.90 feet** to a calculated point at the northwest corner of this easement and said Lot 20, being a corner in the south line of Lot 19, Block A, in said Braker Valley Phase 1 subdivision, and in the east line of said Lot 1;
- 2) THENCE, along the north line of this easement and said Lot 20, and the south line of said Lot 19, **South 62°02'11" East 62.03 feet** to a calculated point at the northeast corner of this easement;

- 3) THENCE, along the east line of this easement, crossing said Lots 20, 21, 22, 23 and 42, **South 42°39'56" West 410.45 feet** to a calculated point at the southeast corner of this easement, being in the south line of said Lot 42, and the north line of said 0.497 of one acre right-of-way dedication, and in the existing north right-of-way line of Blue Goose Road;
- 4) THENCE, along the south line of this easement and said Lot 42, the north line of said 0.497 of one acre right-of-way dedication, and the existing north right-of-way line of Blue Goose Road, **North 73°16'35" West 66.72 feet** to the POINT OF BEGINNING and containing 0.5746 of one acre (25,030 square feet) of land within these metes and bounds.

PART 2 0.1350 Acre

BEGINNING at a calculated point at the northwest corner of this easement and said Lot 2, and the northeast corner of said Lot 1, being in the existing south right-of-way line of Native Pearl Lane (50 foot width right-of-way), said POINT OF BEGINNING having Surface Coordinates of N=10,103,661.54, E=3,147,251.45, from which a 1/2-inch iron rod with "CBD Setstone" cap found at the northwest corner of Lot 107, Block B, in said Braker Valley Phase 1 subdivision, and the southwest corner of Trt. 1, Melvin L. Kirk Subdivision, a subdivision of record in Book 29, Page 20, Plat Records, Travis County, Texas, being in the existing east right-of-way line Cameron Road, bears North 47°20'04" West 40.00 feet, and North 42°39'56" East 130.00 feet;

- 1) THENCE, along the north line of this easement and said Lot 2, and the existing south right-of-way line of Native Pearl Lane, **South 47°29'03" East 45.07 feet** to a calculated point at the northeast corner of this easement and said Lot 2, and the northwest corner of Lot 3, Block A, in said Braker Valley Phase 1 subdivision;
- 2) THENCE, along the east line of this easement and said Lot 2, and the west line of said Lot 3, **South 42°30'56" West 130.00 feet** to a calculated point at the southeast corner of this easement and said Lot 2, and the southwest corner of said Lot 3, being in the north line of said Lot 19;

- 3) THENCE, along the south line of this easement and said Lot 2, and the north line of said Lot 19, **North 47°29'03" West 45.41 feet** to a calculated point at the southwest corner of this easement and said Lot 2, and the northwest corner of said Lot 19, being in the west line of said Lot 1, from which a 1/2-inch iron rod with "BGE INC" cap found at the intersection of the existing east right-of-way line of Cameron Road and the existing north right-of-way line of Blue Goose Road, bears North 47°20'04" West 40.00 feet and South 42°39'56" West 775.92 feet;
- 4) THENCE, along the west line of this easement and said Lot 2, and the west line of said Lot 1, **North 42°39'56" East 130.00 feet** to the POINT OF BEGINNING and containing 0.1350 of one acre (5,881 square feet) of land within these notes and bounds.

PART 3 0.1244 Acre

BEGINNING at a calculated point at the northwest corner of this easement and said Lot 106, and the northeast corner of Lot 107, Block B, in said Braker Valley Phase 1 subdivision, being in the south line of said Trt. 1, said POINT OF BEGINNING having Surface Coordinates of N=10,103,786.54, E=3,147,366.66, from which a 1/2-inch iron rod with "CBD Setstone" cap found at the northwest corner of said Lot 107, and the southwest corner of said Trt. 1, being in the existing east right-of-way line Cameron Road, bears North 47°29'03" West 40.00 feet;

- 1) THENCE, along the north line of this easement and said Lot 106, and the south line of said Trt. 1, **South 47°29'03" East 45.00 feet** to a calculated point at the northeast corner of this easement and said Lot 106, and the northwest corner of Lot 105, Block B, in said Braker Valley Phase 1 subdivision;
- 2) THENCE, along the east line this easement and said Lot 106, and the west line of said Lot 105, **South 42°30'56" West 120.00 feet** to a calculated point at the southeast corner of this easement and said Lot 106, and the southwest corner of said Lot 105, being in the existing north right-of-way line of Native Pearl Lane;

0.8340 Acre TCE

- 3) THENCE, along the south line of this easement and said Lot 106, and the existing north right-of-way line of Native Pearl Lane, **North 47°29'03" West 45.31 feet** to a calculated point at the southwest corner of this easement and said Lot 106, and the southeast corner of said Lot 107, from which a 1/2-inch iron rod with "BGE INC" cap found at the intersection of the existing east right-of-way line of Cameron Road and the existing north right-of-way line of Blue Goose Road, bears North 47°20'04" West 40.00 feet and South 42°39'56" West 955.92 feet;
- 4) THENCE, along the west line of this easement and said Lot 106, and the east line of said Lot 107, **North 42°39'56" East 120.00 feet** to the POINT OF BEGINNING and containing 0.1244 of one acre (5,418 square feet) of land within these notes and bounds.

PART 1 0.5746 Ac. 25,030 Sq. Ft.
 PART 2 0.1350 Ac. 5,881 Sq. Ft.
 PART 3 0.1244 Ac. 5,418 Sq. Ft.
TOTAL 0.8340 Ac. 36,329 Sq. Ft.

Bearing Basis Note

The bearings described herein are based on the Texas Coordinate System, Central Zone (4203), NAD83 (2011) EPOCH 2010.00. The coordinates shown are surface coordinates and can be converted to grid by dividing a combined scale factor of 1.000070.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
 3301 Hancock Dr., Ste. 6
 Austin, TX 78731 (512) 451-8591
 TBPELS Survey Firm# 10095500



08/28/2024

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

Note: There is a plat to accompany this description.

M:\F&N~22-009~Pville Raw Water Line\Description\0.8430 Ac Braker Valley Ph 1

Issued 08/01/2024; Revised 08/28/2024

AUSTIN GRID P-29
 TCAD# 0234310302 & 0234310305

**SKETCH TO ACCOMPANY DESCRIPTION
OF 0.8340 AC. OR 36,329 SQ. FT. OF LAND OUT OF
THE LUCAS MUNOS SURVEY NO. 55, ABSTRACT NO. 513
AUSTIN, TRAVIS COUNTY, TEXAS**



SCALE 1" = 100'

LUCAS MUNOS
SURVEY NO. 55
ABSTRACT NO. 513

LOT 1
WATERLINE AND ACCESS
EASEMENT
DOC. NO. 202400033
O.P.R.T.C.T.

40' WATERLINE EASEMENT
DOC. NO. 2004024076
O.P.R.T.C.T.
PART 2

PART 1
TEMPORARY
CONSTRUCTION
EASEMENT
0.5746 AC. OR
25,030 SQ. FT.

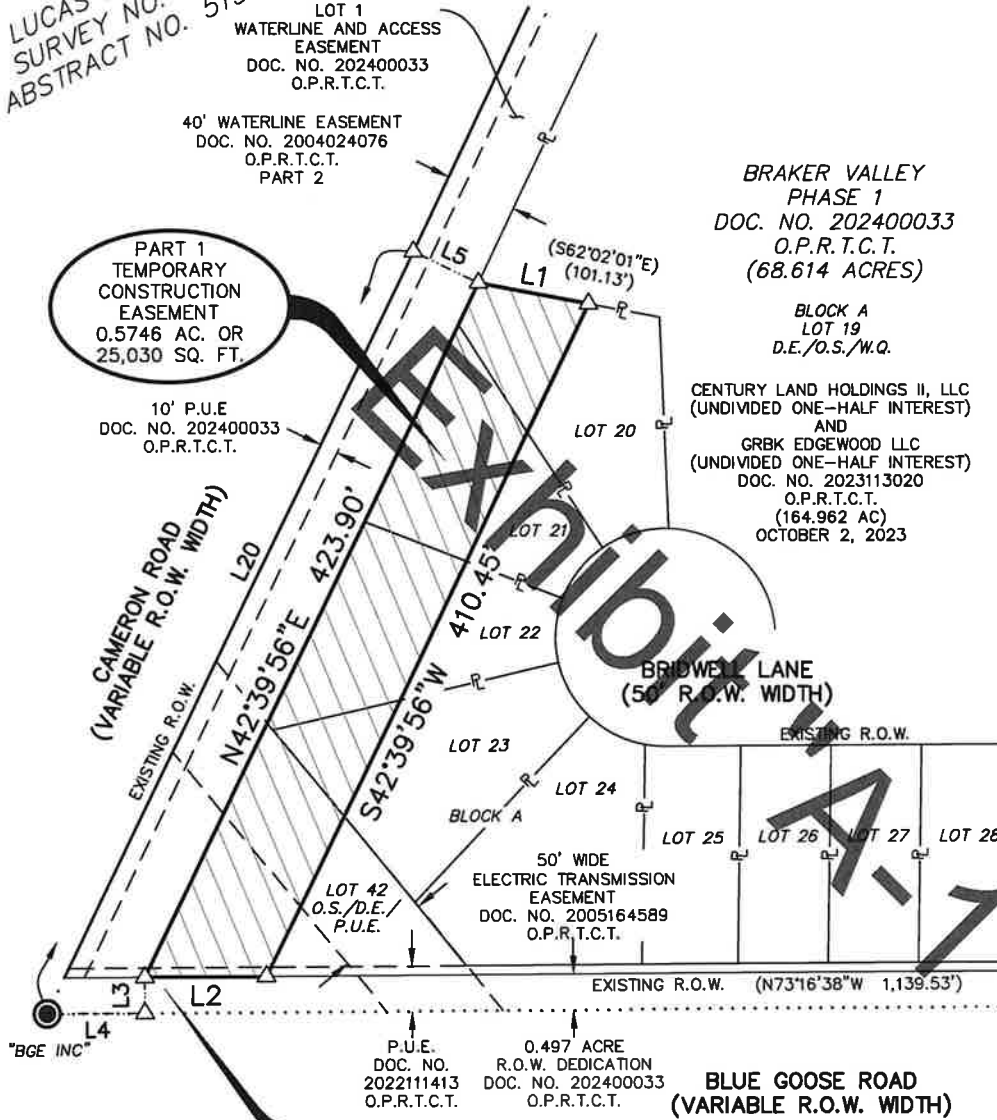
10' P.U.E.
DOC. NO. 202400033
O.P.R.T.C.T.

**BRAKER VALLEY
PHASE 1
DOC. NO. 202400033
O.P.R.T.C.T.
(68.614 ACRES)**

BLOCK A
LOT 19
D.E./O.S./W.Q.

CENTURY LAND HOLDINGS II, LLC
(UNDIVIDED ONE-HALF INTEREST)
AND
GRBK EDGEWOOD LLC
(UNDIVIDED ONE-HALF INTEREST)
DOC. NO. 2023113020
O.P.R.T.C.T.
(164.962 AC)
OCTOBER 2, 2023

BRIDGEWAY LANE
(50' R.O.W. WIDTH)



LINE TABLE		
LINE#	BEARING	DISTANCE
L1	S62°02'11"E	62.03'
L2	N73°16'35"W	66.72'
L3	S16°43'25"W	19.81'
L4	N73°16'35"W	54.12'
L5	N47°20'04"W	40.00'
L6	S47°29'03"E	45.07'
L7	S42°30'56"W	130.00'
L8	N47°29'03"W	45.41'
L9	N42°39'56"E	130.00'
L10	N47°20'04"W	40.00'
L11	N42°39'56"E	169.90'
L12	S47°29'03"E	45.00'
L13	S42°30'56"W	120.00'
L14	N47°29'03"W	45.31'
L15	N42°39'56"E	120.00'
L16	N47°29'03"W	40.00'
L17	N47°20'04"W	40.00'
L18	S42°39'56"W	955.92'
L19	S42°39'56"W	775.92'
L20	S42°39'56"W	465.39'
L21	N47°20'04"W	40.00'

P.O.B. - PART 1
SURFACE COORDINATES
N=10,103,025.90
E=3,146,665.61

TCAD# 0234310302
TCAD# 0234310305
SURVEYED BY:

PAGE 5 OF 6

**McGRAY & McGRAY
LAND SURVEYORS, INC.**

3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
MCGRAY.COM (512) 451-8591
TBPELS SURVEY FIRM #10095500

**SKETCH TO ACCOMPANY DESCRIPTION
OF 0.8340 AC. OR 36,329 SQ. FT. OF LAND OUT OF
THE LUCAS MUNOS SURVEY NO. 55, ABSTRACT NO. 513
AUSTIN, TRAVIS COUNTY, TEXAS**

SCALE 1" = 100'

LUCAS MUNOS
SURVEY NO. 55
ABSTRACT NO. 513

**PART 3
TEMPORARY
CONSTRUCTION
EASEMENT
0.1244 AC. OR
5,418 SQ. FT.**

**P.O.B. - PART 3
SURFACE COORDINATES
N=10,103,786.54
E=3,147,366.66**

MARCELINA CISNEROS
DOC. NO. 2018188360
O.P.R.T.C.T.
(TRACT 1)
DECEMBER 6, 2018

MELVIN L. KIRK
SUBDIVISION
BK. 29, PG. 20
P.R.T.C.T.
TRT. 1
2.5 AC.

LOT 107
WATERLINE AND ACCESS
EASEMENT
DOC. NO. 202400033
O.P.R.T.C.T.

40' WATERLINE EASEMENT
DOC. NO. 2004024076
O.P.R.T.C.T.
PART 2

**P.O.B. - PART 2
SURFACE COORDINATES
N=10,103,661.54
E=3,147,251.45**

LOT 1
WATERLINE AND ACCESS
EASEMENT
DOC. NO. 202400033
O.P.R.T.C.T.

**PART 2
TEMPORARY
CONSTRUCTION
EASEMENT
0.1350 AC. OR
5,881 SQ. FT.**





CENTURY LAND HOLDINGS II, LLC
(UNDIVIDED ONE-HALF INTEREST)
AND
GRBK EDGEWOOD LLC
(UNDIVIDED ONE-HALF INTEREST)
DOC. NO. 2023113020
O.P.R.T.C.T.
(164.962 AC)
OCTOBER 2, 2023

BRAKER VALLEY
PHASE 1
DOC. NO. 202400033
O.P.R.T.C.T.
(68.614 ACRES)

BLOCK A
P.U.E.
DOC. NO. 2022111413
O.P.R.T.C.T.

0.497 ACRE
R.O.W. DEDICATION
DOC. NO. 202400033
O.P.R.T.C.T.
**BLUE GOOSE ROAD
(VARIABLE R.O.W. WIDTH)**

LEGEND

-  1/2" IRON ROD WITH CAP STAMPED "CBD SETSTONE" FOUND (UNLESS NOTED)
-  CALCULATED POINT
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
- R.P.R.T.C.T. REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
- P.R.T.C.T. PLAT RECORDS TRAVIS COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
-  PROPERTY LINE
- R.O.W. RIGHT OF WAY
- (.....) RECORD INFORMATION
-  DISTANCE NOT TO SCALE
- D.E. DRAINAGE EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- O.S. OPEN SPACE
- W.Q. WATER QUALITY

**SEE PAGE 5 OF 6
FOR LINE TABLE**

NOTES:
1. THIS PROJECT IS REFERENCED, FOR ALL BEARING AND COORDINATE BASIS, TO THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010.00. COORDINATES SHOWN HEREON ARE SURFACE COORDINATES AND CAN BE CONVERTED TO GRID BY DIVIDING BY A COMBINED SCALE FACTOR OF 1.000070.
2. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND WOULD BE SUBJECT TO ANY AND ALL EASEMENTS, CONDITIONS OR RESTRICTIONS THAT A CURRENT TITLE COMMITMENT MAY DISCLOSE.



Chris Conrad

08/28/2024

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE

Note: There is a description to accompany this plat.
M:\F&N\22-009~Pville Raw Water Line\Dwg\Parcele\Century Land Holdings II TCE_R1.dwg

TCAD# 0234310302
TCAD# 0234310305
SURVEYED BY:
REVISED: 08-28-2024
ISSUED: 08-01-2024
PAGE 6 OF 6

**McGRAY & McGRAY
LAND SURVEYORS, INC.**
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
MCGRAY.COM (512) 451-8591
TBPELS SURVEY FIRM #10095500

AUSTIN GRID: P-29 JOB NO.: 22-009

EXHIBIT "B"

1.385 Acre TCE
Temporary Construction Easement
Lucas Munos Survey No. 55, Abstract No. 513
Travis County, Texas

DESCRIPTION FOR A 1.385 OF ONE ACRE
TEMPORARY CONSTRUCTION EASEMENT

DESCRIPTION OF A 1.385 OF ONE ACRE (60,349 SQUARE FOOT) EASEMENT CONSISTING OF TWO PARTS, OUT OF THE LUCAS MUNOS SURVEY NO. 55, ABSTRACT NO. 513, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 164.962 ACRES CONVEYED TO CENTURY LAND HOLDINGS II, LLC (UNDIVIDED ONE-HALF INTEREST) AND GRBK EDGEWOOD LLC (UNDIVIDED ONE-HALF INTEREST) BY SPECIAL WARRANTY DEED DATED OCTOBER 2, 2023, AS RECORDED IN DOCUMENT NO. 2023113020, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 1.385 OF ONE ACRE EASEMENT BEING MORE PARTICULARLY DESCRIBED IN TWO PARTS BY METES AND BOUNDS AS FOLLOWS:

PART 1 0.1240 Acre

BEGINNING at a calculated point at the southwest corner of this easement, being in a south line of said 164.962 acre Century Land Holdings II tract, and the north line of that tract described as 5.0 acre (No. 9) conveyed to Brooks Clark Properties, Ltd. by Special Warranty Deed, as recorded in Document No. 20033278239, Official Public Records, Travis County, Texas, and the southeast corner of a 40 foot waterline easement (Part 1) recorded in Document No. 2004024076, Official Public Records, Travis County, Texas, said POINT OF BEGINNING having Surface Coordinates of N=10,104,118.64, E=3,147,671.96, from which a 5/8-inch iron rod found at an interior ell corner in the west line of said 164.962 acre Century Land Holdings II tract, being the southwest corner of said 40 foot waterline easement (Part 1), and the northwest corner of said 5.0 acre Brooks Clark Properties tract, being in the existing east right-of-way line of Cameron Road (varying width right-of-way), bears North 47°04'53" West 40.00 feet to calculated point, and from which a 1/2-inch iron rod with "BGE INC" cap found at the southwest corner of a 40 foot waterline easement, recorded in Document No. 2004021592, Official Public Records, Travis County, Texas, being in the existing east right-of-way line of Cameron Road, bears North 42°47'21" East 309.43 feet, and from calculated point, a 1/2-inch iron rod with "CBD Setstone" cap found at the southwest corner of Tract 1, Melvin L. Kirk Subdivision, a subdivision of record in Book 29, Page 20, Plat Records, Travis County, Texas, being in the existing east right-of-way line of Cameron Road, bears South 42°35'34" West 451.35 feet;

1.385 Acre TCE

- 1) THENCE, along the west line of this easement and the east line of said 40 foot waterline easement (Part 1), **North 42°47'21" East 120.00 feet** to a calculated point at the northwest corner of this easement;
- 2) THENCE, along the north line of this easement, crossing said 164.962 acre Century Land Holdings II tract, **South 47°04'53" East 45.00 feet** to a calculated point at the northeast corner of this easement;
- 3) THENCE, along the east line of this easement, crossing said 164.962 acre Century Land Holdings II tract, **South 42°47'21" West 120.00 feet** to a calculated point at the southeast corner of this easement, being in a south line of said 164.962 acre Century Land Holdings II tract and the north line of said 5.0 acre Brooks Clark Properties tract;
- 4) THENCE, along the south line of this easement and the south line of said 164.962 acre Century Land Holdings tract, the north line of said 5.0 acre Brooks Clark Properties tract, **North 47°04'53" West 45.00 feet** to the POINT OF BEGINNING, and containing 0.1240 of one acre (5,400 square feet) of land within these metes and bounds.

PART 2 1.261 Acre

BEGINNING at a calculated point at the southwest corner of this easement, being in the east line of a 40 foot waterline easement (Part 1) recorded in said Document No. 2004024076, said POINT OF BEGINNING having Surface Coordinates of N=10,104,243.39, E=3,147,787.44, from which a calculated point bears North 47°12'39" West 40.00 feet, being in the west line of said 164.962 acre Century Land Holdings II tract, and in the existing east right-of-way line of Cameron Road, and from which a 1/2-inch iron rod with "BGE INC" cap found at the southwest corner of a 40 foot waterline easement, recorded in said Document No. 2004021592, bears North 42°47'21" East 139.43 feet;

THENCE, continuing along the west line of this easement, and the east line of said 40 foot waterline easements recorded in said Document Nos. 2004024076 (Part 1) and 2004021592, crossing said 164.962 acre Century Land Holdings II tract, the following two (2) courses, numbered 1 and 2;

- 1) **North 42°47'21" East 159.48 feet** to a calculated point at the northeast corner of said 40 foot waterline easement (Part 1) and the southeast corner of said 40 foot waterline easement recorded in Doc. No. 2004021592, and

2) **North 42°43'17" East 1,044.79 feet** to a calculated point, from which a 1/2-inch iron rod with "BGE INC" cap found at the northwest corner of said 164.962 acre Century Land Holdings II tract and the northwest corner of said 40 foot waterline easement recorded in Doc. No. 2004021592, being in the south line of that tract described as 14 acres (Property No. 3) conveyed to Stephen A. Madison and Diane Kay Momoda-Madison, Trustees of the Stephen A. Madison and Diane Kay Momoda-Madison Trust dated December 15, 1999 (1/2 interest) by Special Warranty Deed, as recorded in Document No. 2017157048, Official Public Records, Travis County, Texas, bears North 47°11'55" West 40.57 feet to a calculated point in the west line of said 164.962 acre Century Land Holdings II tract, and being the existing east right-of-way line of Cameron Road, North 42°48'05" East 674.41 feet to a calculated point, and with a curve to the left, whose delta angle is 07°31'11", radius is 1,008.40 feet, an arc distance of 132.35 feet, and the chord of which bears North 38°55'05" East 132.25 feet;

3) THENCE, along the north line of this easement, crossing said 164.962 acre Century Land Holdings II tract, **South 83°48'06" East 56.00 feet** to a calculated point at the northeast corner of this easement;

THENCE, along the east line of this easement, crossing said 164.962 acre Century Land Holdings II tract, the following two (2) courses, numbered 4 and 5;

4) **South 42°43'17" West 1,078.14 feet** to a calculated point, and

5) **South 42°47'21" West 159.61 feet** to a calculated point;

1.385 Acre TCE

6) THENCE, along the south line of this easement, crossing said 164.962 acre Century Land Holdings II tract, **North 47°04'53" West 45.00 feet** to the POINT OF BEGINNING and containing 1.261 acres (60,349 square feet) of land within these metes and bounds.

PART 1 0.1240 Ac. 5,400 Sq. Ft.
PART 2 1.261 Ac. 54,949 Sq. Ft.
TOTAL 1.385 Ac. 60,349 Sq. Ft.

Bearing Basis Note

The bearings described herein are based on the Texas Coordinate System, Central Zone (4203), NAD83 (2011) EPOCH 2010.00. The coordinates shown are surface coordinates and can be converted to grid by dividing a combined scale factor of 1.000070.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6
Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500



08/08/2024

Chris Conrad, Reg. Professional Land Surveyor No. 5623 Date

Note: There is a plat to accompany this description.

M:\F&N~22-009~Pville Raw Water Line\Description\1.385 Ac Braker Valley Ph 2

Issued 08/08/2024

AUSTIN GRID P-29 & P-30
TCAD# 0234310302 & 0234310305

**SKETCH TO ACCOMPANY DESCRIPTION
OF 1.385 AC. OR 60,349 SQ. FT. OF LAND OUT OF
THE LUCAS MUNOS SURVEY NO. 55, ABSTRACT NO. 513
AUSTIN, TRAVIS COUNTY, TEXAS**



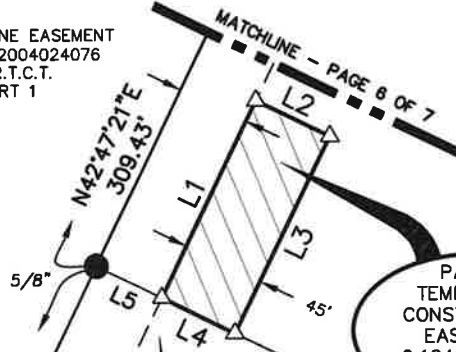
SCALE 1" = 100'

LUCAS MUNOS SURVEY NO. 55
ABSTRACT NO. 513

40' WATERLINE EASEMENT
DOC. NO. 2004024076
O.P.R.T.C.T.
PART 1

CENTURY LAND HOLDINGS II, LLC
(UNDIVIDED ONE-HALF INTEREST)
AND
GRBK EDGEWOOD LLC
(UNDIVIDED ONE-HALF INTEREST)
DOC. NO. 2023113020
O.P.R.T.C.T.
(164.962 AC)
OCTOBER 2, 2023

LINE TABLE		
LINE#	BEARING	DISTANCE
L1	N42°47'21"E	120.00'
L2	S47°04'53"E	45.00'
L3	S42°47'21"W	120.00'
L4	N47°04'53"W	45.00'
L5	N47°04'53"W	40.00'



**PART 1
TEMPORARY
CONSTRUCTION
EASEMENT
0.1240 AC. OR
5,400 SQ. FT.**

**P.O.B. - PART 1
SURFACE COORDINATES
N=10,104,118.64
E=3,147,671.96**

Exhibit "A-1"

40' WATERLINE EASEMENT
DOC. NO. 2004024076
O.P.R.T.C.T.
PART 2

BROOKS CLARK PROPERTIES, LTD.
DOC. NO. 2003278239
O.P.R.T.C.T.
NO. 9
(5.0 ACRES)
NOVEMBER 24, 2003

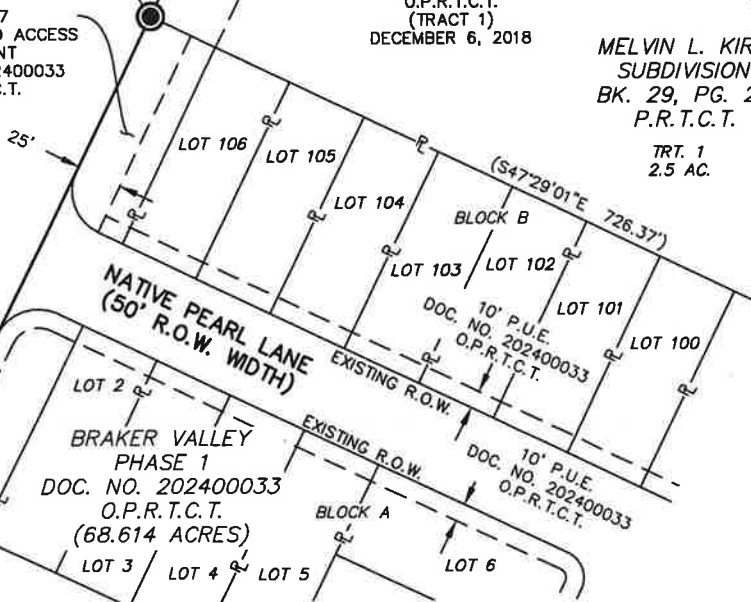
DESCRIBED IN
VOL. 12726, PG. 453
R.P.R.T.C.T.
(5.00 ACRES)
JUNE 25, 1996

MARCELINA CISNEROS
DOC. NO. 2018188360
O.P.R.T.C.T.
(TRACT 1)
DECEMBER 6, 2018

MELVIN L. KIRK
SUBDIVISION
BK. 29, PG. 20
P.R.T.C.T.

TRT. 1
2.5 AC.

LOT 107
WATERLINE AND ACCESS
EASEMENT
DOC. NO. 202400033
O.P.R.T.C.T.



TCAD# 0234310302
TCAD# 0234310305
SURVEYED BY:

PAGE 5 OF 7

**McGRAY & McGRAY
LAND SURVEYORS, INC.**
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
MCGRAY.COM (512) 451-8591
TBPELS SURVEY FIRM #10095500

**SKETCH TO ACCOMPANY DESCRIPTION
OF 1.385 AC. OR 60,349 SQ. FT. OF LAND OUT OF
THE LUCAS MUNOS SURVEY NO. 55, ABSTRACT NO. 513
AUSTIN, TRAVIS COUNTY, TEXAS**

MATCHLINE - PAGE 7 OF 7

SCALE 1" = 100'

LUCAS MUNOS SURVEY NO. 55
ABSTRACT NO. 513

PART 2
TEMPORARY
CONSTRUCTION
EASEMENT
1.261 AC. OR
54,949 SQ. FT.

CAMERON ROAD
(VARIABLE R.O.W. WIDTH)

40' WATERLINE EASEMENT
DOC. NO. 2004021592
O.P.R.T.C.T.

EXISTING R.O.W.
(N42°40'06"E 1,181.03')

N42°43'17"E 1,044.79'

S42°43'17"W 1,078.14'

CENTURY LAND HOLDINGS II, LLC
(UNDIVIDED ONE-HALF INTEREST)
AND
GRBK EDGEWOOD LLC
(UNDIVIDED ONE-HALF INTEREST)
DOC. NO. 2023113020
O.P.R.T.C.T.
(164.962 AC)
OCTOBER 2, 2023

40' WATERLINE
EASEMENT
DOC. NO. 2004024076
O.P.R.T.C.T.
PART 1

"BGE INC."

L9
309.43'

N42°47'21"E
159.48'

L8
40.00'

N42°47'21"E
159.48'

L7
45.00'

S42°47'21"W
159.61'

P.O.B. - PART 2
SURFACE COORDINATES
N=10,104,243.39
E=3,147,787.44

LINE TABLE		
LINE#	BEARING	DISTANCE
L7	N47°04'53"W	45.00'
L8	N47°12'39"W	40.00'
L9	N42°47'21"E	139.43'

TCAD# 0234310302
TCAD# 0234310305
SURVEYED BY:

PAGE 6 OF 7

**McGRAY & McGRAY
LAND SURVEYORS, INC.**
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
MCGRAY.COM (512) 451-8591
TBPELS SURVEY FIRM #10095500

**SKETCH TO ACCOMPANY DESCRIPTION
OF 1.385 AC. OR 60,349 SQ. FT. OF LAND OUT OF
THE LUCAS MUNOS SURVEY NO. 55, ABSTRACT NO. 513
AUSTIN, TRAVIS COUNTY, TEXAS**

CURVE TABLE					
CURVE#	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	132.35'	1,008.40'	07°31'11"	N38°55'05"E	132.25'
(C1)	132.00'	1,008.40'	07°30'00"	N38°55'07"E	131.91'

LINE TABLE		
LINE#	BEARING	DISTANCE
L6	S83°48'06"E	56.00'
L10	N47°11'55"W	40.57'

"BGE INC"

SCALE 1" = 100'

STEPHEN A. MADISON
AND
DIANE KAY MOMODA-MADISON,
TRUSTEES OF THE STEPHEN A. MADISON
AND
DIANE KAY MOMODA-MADISON TRUST
DECLARATION OF TRUST
DATED DECEMBER 15, 1999
DOC. NO. 2017157048
O.P.R.T.C.T.
PROPERTY NO. 3
(14 ACRES)
SEPTEMBER 26, 2017
UNDIVIDED ONE-HALF (1/2) INTEREST
AND
MYRDIS ALLEN, et. al.
VOL. 2619, PG. 48
D.R.T.C.T.
(14 ACRES)
MAY 27, 1963
UNDIVIDED ONE-HALF (1/2) INTEREST

DESCRIBED IN
DOC. NO. 2006106050
O.P.R.T.C.T.
(FOURTEEN (14) ACRES)
JUNE 6, 2006

LUCAS MUNOS SURVEY NO. 55
ABSTRACT NO. 513

CAMERON ROAD
(VARIABLE R.O.W. WIDTH)
EXISTING R.O.W. 868.00'

E. BRAKER LANE
(120' R.O.W. WIDTH)
DOC. NO. 202400033
O.P.R.T.C.T.

PART 2
TEMPORARY
CONSTRUCTION
EASEMENT
1.261 AC. OR
54,949 SQ. FT.

40' WATERLINE EASEMENT
DOC. NO. 2004021592
O.P.R.T.C.T.

MATCHLINE - PAGE 6 OF 7

CENTURY LAND HOLDINGS II, LLO
(UNDIVIDED ONE-HALF INTEREST)
AND
GRBK EDGEWOOD LLC
(UNDIVIDED ONE-HALF INTEREST)
DOC. NO. 2023113020
O.P.R.T.C.T.
(164.962 AC)
OCTOBER 2, 2023

LEGEND

- 1/2" IRON ROD WITH CAP STAMPED "CBD SETSTONE" FOUND (UNLESS NOTED)
- 5/8" IRON ROD FOUND
- CALCULATED POINT
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
- R.P.R.T.C.T. REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
- D.R.T.C.T. DEED RECORDS TRAVIS COUNTY, TEXAS
- P.R.T.C.T. PLAT RECORDS TRAVIS COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- PROPERTY LINE
- R.O.W. RIGHT OF WAY
- (.....) RECORD INFORMATION
- DISTANCE NOT TO SCALE
- P.U.E. PUBLIC UTILITY EASEMENT

NOTES:

1. THIS PROJECT IS REFERENCED, FOR ALL BEARING AND COORDINATE BASIS, TO THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010.00. COORDINATES SHOWN HEREON ARE SURFACE COORDINATES AND CAN BE CONVERTED TO GRID BY DIVIDING BY A COMBINED SCALE FACTOR OF 1.000070.
2. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND WOULD BE SUBJECT TO ANY AND ALL EASEMENTS, CONDITIONS OR RESTRICTIONS THAT A CURRENT TITLE COMMITMENT MAY DISCLOSE.

08/08/2024



TCAD# 0234310302
TCAD# 0234310305
SURVEYED BY:

ISSUED: 08-08-2024
PAGE 7 OF 7

**McGRAY & McGRAY
LAND SURVEYORS, INC.**

3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
MCGRAY.COM (512) 451-8591
TBPELS SURVEY FIRM #10095500

AUSTIN GRID: P-29 & P-30 JOB NO.: 22-009

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE
Note: There is a description to accompany this plat.

M:\F&N~22-009~Pville Raw Water Line\Dwg\Parcels\Century Land Holdings II TCE-2.dwg

EXHIBIT "C"

0.8653 Acre TCE
Temporary Construction Easement
Lucas Munos Survey No. 55, Abstract No. 513
Travis County, Texas

DESCRIPTION FOR A 0.8653 OF ONE ACRE
TEMPORARY CONSTRUCTION EASEMENT

DESCRIPTION OF A 0.8653 OF ONE ACRE (37,692 SQUARE FOOT) EASEMENT OUT OF THE LUCAS MUNOS SURVEY NO. 55, ABSTRACT NO. 513, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 164.962 ACRES CONVEYED TO CENTURY LAND HOLDINGS II, LLC (UNDIVIDED ONE-HALF INTEREST) AND GRBK EDGEWOOD LLC (UNDIVIDED ONE-HALF INTEREST) BY SPECIAL WARRANTY DEED DATED OCTOBER 2, 2023, AS RECORDED IN DOCUMENT NO. 2023113020, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 0.8653 OF ONE ACRE EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point at the northeast corner of this easement, being in the north line of said Century Land Holdings II tract, and the south line of that tract described as 14 acres (Property No. 3) conveyed to Stephen A. Madison and Diane Kay Momoda-Madison, Trustees of the Stephen A. Madison and Diane Kay Momoda-Madison Trust as created by Declaration of Trust dated December 15, 1999 (1/2 interest) by Special Warranty Deed, as recorded in Document No. 2017157048, Official Public Records, Travis County, Texas, said 14 acres also conveyed to Myrdis Allen et al. (1/2 interest) by Deed, as recorded in Volume 2619, Page 48, Deed Records, Travis County, Texas, said 14 acres being additionally described in Document No. 2006106050, Official Public Records, Travis County, Texas, from which an axle found at the northeast corner of said 164.962 Century Land Holdings II tract, the southeast corner of said 14 acre Stephen A. Madison and Diane Kay Momoda-Madison Trust and Myrdis Allen et al. tract, bears South 73°42'31" East 1,679.08 feet, said POINT OF BEGINNING having Surface Coordinates of N=10,105,726.03, E=3,149,209.39;

THENCE, along the east line of this easement, crossing said 164.962 acre Century Land Holdings II tract, the following three (3) courses, numbered 1 through 3;

- 1) with a curve to the right, whose delta angle is **17°50'01"**, radius is **712.96 feet**, an arc distance of **221.91 feet**, and the chord of which bears **South 34°23'14" West 221.02 feet** to a calculated point,
- 2) **South 46°12'52" West 174.50 feet** to a calculated point, and

- 3) **South 42°43'17" West 245.67 feet** to a calculated point at the southeast corner of this easement, in a south line of said 164.962 acre Century Land Holdings II tract, being in the existing north right-of-way line of E. Braker Lane (120' foot width), dedicated by Braker Valley Phase 1, a subdivision of record in Document No. 202400033, Official Public Records, Travis County, Texas;
- 4) THENCE, along the south line of this easement, a south line of said 164.962 acre Century Land Holdings II tract, and the existing north right-of-way line of E. Braker Lane, **North 47°16'43" West 60.00 feet** to a calculated point at the southwest corner of this easement;

THENCE, along the west line of this easement, crossing said 164.962 acre Century Land Holdings II tract, along the east line of a 40 foot waterline easement recorded in Document No. 2004021592, Official Public Records, Travis County, Texas, the following three (3) courses, numbered 5 through 7;

- 5) **North 42°43'17" East 247.50 feet** to a calculated point,
- 6) **North 46°12'52" East 174.77 feet** to a calculated point, and
- 7) with a curve to the left, whose delta angle is **16°51'04"**, radius is **652.96 feet**, an arc distance of **192.04 feet**, and the chord of which bears **North 34°44'51" East 191.35 feet** to a calculated point at the northwest corner of this easement, and the northeast corner of said 40 foot waterline easement, being in the north line of said 164.962 acre Century Land Holdings II tract, in the south line of said 14 acre Stephen A. Madison and Diane Kay Momoda-Madison Trust and Myrdis Allen et al. tract, from which a 1/2-inch iron rod with "BGE INC" cap found at the northwest corner of said 164.962 acre Century Land Holdings II tract and said 40 foot waterline easement, bears **North 73°42'31" West 36.30 feet**;

0.8653 Acre TCE

- 8) THENCE, along the north line of this easement, the north line of said 164.962 acre Century Land Holdings II tract, and the south line of said 14 acre Stephen A. Madison and Diane Kay Momoda-Madison Trust and Myrdis Allen et al. tract, **South 73°42'31" East 60.85 feet** to the POINT OF BEGINNING and containing 0.8653 of one acre (37,692 square feet) of land within these metes and bounds.

Bearing Basis Note

The bearings described herein are based on the Texas Coordinate System, Central Zone (4203), NAD83 (2011) EPOCH 2010.00. The coordinates shown are surface coordinates and can be converted to grid by dividing a combined scale factor of 1.000070.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6
Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500



Chris Conrad

08/12/2024

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

Note: There is a plat to accompany this description.

M:\F&N~22-009~Pville Raw Water Line\Description\0.8653 Ac Braker Valley Ph 3

Issued 08/12/2024

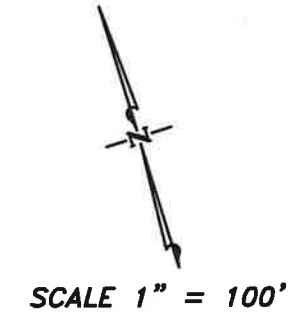
AUSTIN GRID P-30
TCAD# 0234310305

**SKETCH TO ACCOMPANY DESCRIPTION
OF 0.8653 AC. OR 37,692 SQ. FT. OF LAND OUT OF
THE LUCAS MUNOS SURVEY NO. 55, ABSTRACT NO. 513
AUSTIN, TRAVIS COUNTY, TEXAS**

CURVE TABLE					
CURVE#	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	221.91'	712.96'	17°50'01"	S34°23'14"W	221.02'
C2	192.04'	652.96'	16°51'04"	N34°44'51"E	191.35'

LINE TABLE		
LINE#	BEARING	DISTANCE
L1	N47°16'43"W	60.00'
L2	S73°42'31"E	60.85'
L3	N73°42'31"W	36.30'

40' WATERLINE EASEMENT
DOC. NO. 2004021592
O.P.R.T.C.T.



LUCAS MUNOS
SURVEY NO. 55
ABSTRACT NO. 513



NOTES:
1. THIS PROJECT IS REFERENCED, FOR ALL BEARING AND COORDINATE BASIS, TO THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010.00. COORDINATES SHOWN HEREON ARE SURFACE COORDINATES AND CAN BE CONVERTED TO GRID BY DIVIDING BY A COMBINED SCALE FACTOR OF 1.000070.
2. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND WOULD BE SUBJECT TO ANY AND ALL EASEMENTS, CONDITIONS OR RESTRICTIONS THAT A CURRENT TITLE COMMITMENT MAY DISCLOSE.

Chris Conrad

08/12/2024



[A]
STEPHEN A. MADISON
AND
DIANE KAY MOMODA-MADISON,
TRUSTEES OF THE STEPHEN A. MADISON
AND
DIANE KAY MOMODA-MADISON TRUST
DECLARATION OF TRUST
DATED DECEMBER 15, 1999
DOC. NO. 2017157048
O.P.R.T.C.T.
PROPERTY NO. 3
(14 ACRES)
SEPTEMBER 26, 2017
UNDIVIDED ONE-HALF (1/2) INTEREST
AND
MYRDIS ALLEN, et. al.
VOL. 2619, PG. 48
D.R.T.C.T.
(14 ACRES)
MAY 27, 1963
UNDIVIDED ONE-HALF (1/2) INTEREST
DESCRIBED IN
DOC. NO. 2006106050
O.P.R.T.C.T.
(FOURTEEN (14) ACRES)
JUNE 6, 2006

LEGEND

- 1/2" IRON ROD WITH CAP STAMPED "BGE" FOUND
- AXLE FOUND
- CALCULATED POINT
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
- D.R.T.C.T. DEED RECORDS TRAVIS COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- ℙ PROPERTY LINE
- R.O.W. RIGHT OF WAY
- (.....) RECORD INFORMATION
- DISTANCE NOT TO SCALE

TCAD# 0234310305 ISSUED: 08-12-2024
SURVEYED BY: PAGE 4 OF 4

**McGRAY & McGRAY
LAND SURVEYORS, INC.**

3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
MCGRAY.COM (512) 451-8591
TBPELS SURVEY FIRM #10095500

AUSTIN GRID: P-30 JOB NO.: 22-009

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:

CENTURY LAND HOLDINGS II, LLC, a Colorado limited liability company and GRBK EDGEWOOD 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 easement area is more particularly described on Exhibit "A", "B" and "C", 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 Easement Property. 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, subject to all matters of record.

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 lines and associated appurtenances to be constructed by the Grantee or its agents, contractors and assigns.
- 2. *Exclusiveness of Easement and Reservation of Rights.* The Easement shall be exclusive, and Grantor covenants that Grantor will not convey any other easement or conflicting rights within the Easement tract, except as provided herein; notwithstanding the foregoing, Grantor may execute additional easements that do not interfere with Grantee's work, and Grantee shall not unreasonably withhold approval of any such additional easements. Grantor may alter or otherwise use the surface of the Easement tract for such purposes that do not interfere with the exercise by Grantee of the rights herein, granted, and may place, construct, operate, repair and maintain drainage lines and systems, and other public utility lines (including without limitation, water, wastewater, electric, telephone, cable television, and gas lines and systems) in, over, under and across the Easement tract (but may not install parallel lines within the Easement tract unless permission is expressly granted by Grantee with such approval not to be unreasonably withheld, conditioned or delayed), and may grant public and/or private easements for such uses; provided, however, that plans for all improvements to be placed within the Easement tract must be approved by Grantee before such improvements are installed or built, with such approval not to be unreasonably withheld, conditioned or delayed.
- 3. *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.
- 4. *Purpose of Easement.* The Easement shall be used to facilitate the construction of Public water infrastructure, which shall include use of the Easement Property for access, construction staging and storage, and other construction activities (the "Easement Purpose").
- 5. *Term.* The TCE granted herein shall terminate on December 31, 2026.
- 6. *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 does not interfere with the use of the Easement Property by Grantee for the Easement Purpose.

7. *Use and Maintenance of Easement Property.* Subject to all matters of record, Grantee has the right to remove or relocate any non-permanent encroachments into the Easement Property as necessary to utilize the same for the purpose of this Easement. Upon termination of the Easement, Grantee shall return the Easement Property to Grantor in a condition as near as practicable to its prior condition, ordinary wear and tear excepted, except that Grantee shall not be required to restore shrubs or any vegetation cleared from the surface of the Easement Property; provided, however, Grantee shall in any event re-seed the Easement Property to the same or better condition based on vegetation requirements of the applicable governing authority. Grantee shall keep the Easement Property free and clear from any liens arising out of any work performed, materials furnished, or obligations incurred by Grantee. The obligations of Grantee under this paragraph will survive termination of this agreement.
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.* If 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. 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.

Assignability. The Easement may be assigned by Grantee, its successors or assigns, without the prior written consent of Grantor.

IN WITNESS WHEREOF, this instrument is executed this 4th day of September 2024

GRANTOR:

**CENTURY LAND HOLDINGS II, LLC,
a Colorado limited liability company**

By: Blake Roberts

Name: Blake Roberts

Title: Vice President → Regional president

THE STATE OF TEXAS §
§
COUNTY OF Williamson §

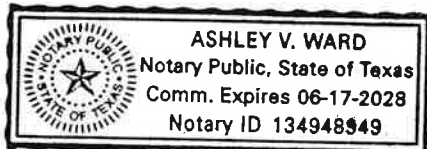
Regional President

BEFORE ME, a Notary Public, on this day personally appeared **Blake Roberts**, ~~Vice President~~ of **CENTURY LAND HOLDINGS II, LLC, a Colorado limited liability company**, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his oath stated that he is authorized to execute such instrument; and that said instrument is executed as the free and voluntary act and deed for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 4th day of September 2024.

Ashley V. Ward
Notary Public Signature

(seal)



**GRBK EDGEWOOD LLC, a Texas
limited liability company**

By: *Austin Evetts*

Name: Austin Evetts

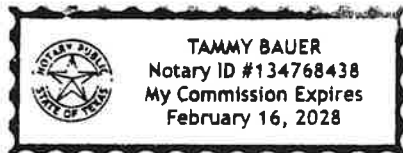
Title: Authorized Signatory

THE STATE OF TEXAS §
 §
COUNTY OF Travis §

BEFORE ME, a Notary Public, on this day personally appeared **Austin Evetts, Authorized Signatory of GRBK EDGEWOOD LLC, a Texas limited liability company**, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his oath stated that he is authorized to execute such instrument; and that said instrument is executed as the free and voluntary act and deed for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 15
day of August 2024.

(seal)



Tammy Bauer
Notary Public Signature

GRANTEE:

AGREED AND ACCEPTED:

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

By: _____
Sereniah Breland, City Manager

ATTEST:

Trista Evans, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____,
2024, 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 SunLight Near Way
Pflugerville, Texas 78691

EXHIBIT "A"

0.8340 Acre TCE
Temporary Construction Easement
Lucas Munos Survey No. 55, Abstract No. 513
Travis County, Texas

DESCRIPTION FOR A 0.8340 OF ONE ACRE
TEMPORARY CONSTRUCTION EASEMENT

DESCRIPTION OF A 0.8340 OF ONE ACRE (36,329 SQUARE FOOT) EASEMENT CONSISTING OF THREE PARTS, OUT OF THE LUCAS MUNOS SURVEY NO. 55, ABSTRACT NO. 513, TRAVIS COUNTY, TEXAS, BEING A PORTION OF LOTS 20, 21, 22, 23 AND 42, BLOCK A, AND BEING ALL OF LOT 2, BLOCK A, AND LOT 106, BLOCK B, BRAKER VALLEY PHASE 1, A SUBDIVISION OF RECORD IN DOCUMENT NO. 202400033, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 0.8340 OF ONE ACRE EASEMENT BEING MORE PARTICULARLY DESCRIBED IN THREE PARTS BY METES AND BOUNDS AS FOLLOWS:

PART 1 0.5746 Acre

BEGINNING at a calculated point at the southwest corner of this easement and the southwest corner of said Lot 42, and the southeast corner of Lot 1, Block A, in said Braker Valley Phase 1 subdivision, being in the north line of a 0.497 of one acre right-of-way dedication recorded in said Document No. 202400033, and in the existing north right-of-way line of Blue Goose Road (varying width right-of-way), said POINT OF BEGINNING having Surface Coordinates of N=10,103,025.90, E=3,146,665.61, from which a 1/2-inch iron rod with "BGE INC" cap found at the southwest corner of said 0.497 of one acre right-of-way dedication, being at the intersection of the existing north right-of-way line of Blue Goose Road and the existing east right-of-way line to Cameron Road (varying width right-of-way), bears South 16°43'25" West 19.81 feet, and North 73°16'35" West 54.12 feet;

- 1) THENCE, along the west line of this easement, the west line of said Lots 42, 23, 22, 21 and 20, and the east line of said Lot 1, **North 42°39'56" East 423.90 feet** to a calculated point at the northwest corner of this easement and said Lot 20, being a corner in the south line of Lot 19, Block A, in said Braker Valley Phase 1 subdivision, and in the east line of said Lot 1;
- 2) THENCE, along the north line of this easement and said Lot 20, and the south line of said Lot 19, **South 62°02'11" East 62.03 feet** to a calculated point at the northeast corner of this easement;

- 3) THENCE, along the east line of this easement, crossing said Lots 20, 21, 22, 23 and 42, **South 42°39'56" West 410.45 feet** to a calculated point at the southeast corner of this easement, being in the south line of said Lot 42, and the north line of said 0.497 of one acre right-of-way dedication, and in the existing north right-of-way line of Blue Goose Road;
- 4) THENCE, along the south line of this easement and said Lot 42, the north line of said 0.497 of one acre right-of-way dedication, and the existing north right-of-way line of Blue Goose Road, **North 73°16'35" West 66.72 feet** to the POINT OF BEGINNING and containing 0.5746 of one acre (25,030 square feet) of land within these metes and bounds.

PART 2 0.1350 Acre

BEGINNING at a calculated point at the northwest corner of this easement and said Lot 2, and the northeast corner of said Lot 1, being in the existing south right-of-way line of Native Pearl Lane (50 foot width right-of-way), said POINT OF BEGINNING having Surface Coordinates of N=10,103,661.54, E=3,147,251.45, from which a 1/2-inch iron rod with "CBD Setstone" cap found at the northwest corner of Lot 107, Block B, in said Braker Valley Phase 1 subdivision, and the southwest corner of Trt. 1, Melvin L. Kirk Subdivision, a subdivision of record in Book 29, Page 20, Plat Records, Travis County, Texas, being in the existing east right-of-way line Cameron Road, bears North 47°20'04" West 40.00 feet, and North 42°39'56" East 130.00 feet;

- 1) THENCE, along the north line of this easement and said Lot 2, and the existing south right-of-way line of Native Pearl Lane, **South 47°29'03" East 45.07 feet** to a calculated point at the northeast corner of this easement and said Lot 2, and the northwest corner of Lot 3, Block A, in said Braker Valley Phase 1 subdivision;
- 2) THENCE, along the east line of this easement and said Lot 2, and the west line of said Lot 3, **South 42°30'56" West 130.00 feet** to a calculated point at the southeast corner of this easement and said Lot 2, and the southwest corner of said Lot 3, being in the north line of said Lot 19;

- 3) THENCE, along the south line of this easement and said Lot 2, and the north line of said Lot 19, **North 47°29'03" West 45.41 feet** to a calculated point at the southwest corner of this easement and said Lot 2, and the northwest corner of said Lot 19, being in the west line of said Lot 1, from which a 1/2-inch iron rod with "BGE INC" cap found at the intersection of the existing east right-of-way line of Cameron Road and the existing north right-of-way line of Blue Goose Road, bears North 47°20'04" West 40.00 feet and South 42°39'56" West 775.92 feet;
- 4) THENCE, along the west line of this easement and said Lot 2, and the west line of said Lot 1, **North 42°39'56" East 130.00 feet** to the POINT OF BEGINNING and containing 0.1350 of one acre (5,881 square feet) of land within these metes and bounds.

PART 3 0.1244 Acre

BEGINNING at a calculated point at the northwest corner of this easement and said Lot 106, and the northeast corner of Lot 107, Block B, in said Braker Valley Phase 1 subdivision, being in the south line of said Trt. 1, said POINT OF BEGINNING having Surface Coordinates of N=10,103,786.54, E=3,147,366.66, from which a 1/2-inch iron rod with "CBD Setstone" cap found at the northwest corner of said Lot 107, and the southwest corner of said Trt. 1, being in the existing east right-of-way line Cameron Road, bears North 47°29'03" West 40.00 feet;

- 1) THENCE, along the north line of this easement and said Lot 106, and the south line of said Trt. 1, **South 47°29'03" East 45.00 feet** to a calculated point at the northeast corner of this easement and said Lot 106, and the northwest corner of Lot 105, Block B, in said Braker Valley Phase 1 subdivision;
- 2) THENCE, along the east line this easement and said Lot 106, and the west line of said Lot 105, **South 42°30'56" West 120.00 feet** to a calculated point at the southeast corner of this easement and said Lot 106, and the southwest corner of said Lot 105, being in the existing north right-of-way line of Native Pearl Lane;

0.8340 Acre TCE

- 3) THENCE, along the south line of this easement and said Lot 106, and the existing north right-of-way line of Native Pearl Lane, **North 47°29'03" West 45.31 feet** to a calculated point at the southwest corner of this easement and said Lot 106, and the southeast corner of said Lot 107, from which a 1/2-inch iron rod with "BGE INC" cap found at the intersection of the existing east right-of-way line of Cameron Road and the existing north right-of-way line of Blue Goose Road, bears North 47°20'04" West 40.00 feet and South 42°39'56" West 955.92 feet;
- 4) THENCE, along the west line of this easement and said Lot 106, and the east line of said Lot 107, **North 42°39'56" East 120.00 feet** to the POINT OF BEGINNING and containing 0.1244 of one acre (5,418 square feet) of land within these metes and bounds.

PART 1 0.5746 Ac. 25,030 Sq. Ft.
 PART 2 0.1350 Ac. 5,881 Sq. Ft.
 PART 3 0.1244 Ac. 5,418 Sq. Ft.
TOTAL 0.8340 Ac. 36,329 Sq. Ft.

Bearing Basis Note

The bearings described herein are based on the Texas Coordinate System, Central Zone (4203), NAD83 (2011) EPOCH 2010.00. The coordinates shown are surface coordinates and can be converted to grid by dividing a combined scale factor of 1.000070.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.

3301 Hancock Dr., Ste. 6
 Austin, TX 78731 (512) 451-8591
 TBPELS Survey Firm# 10095500



08/28/2024

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

Note: There is a plat to accompany this description.

M:\F&N~22-009~Pville Raw Water Line\Description\0.8430 Ac Braker Valley Ph 1
 Issued 08/01/2024; Revised 08/28/2024

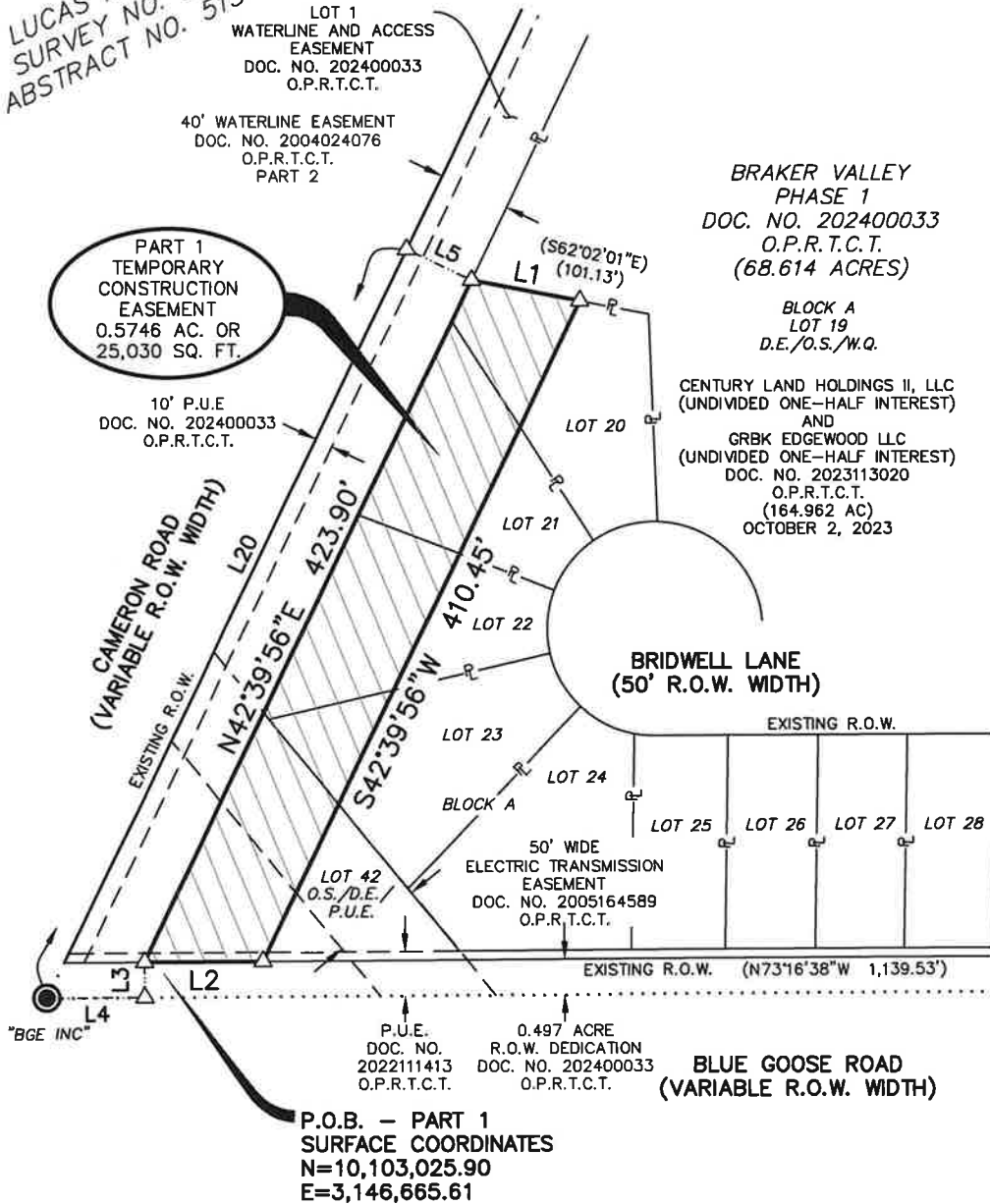
AUSTIN GRID P-29
 TCAD# 0234310302 & 0234310305

**SKETCH TO ACCOMPANY DESCRIPTION
OF 0.8340 AC. OR 36,329 SQ. FT. OF LAND OUT OF
THE LUCAS MUNOS SURVEY NO. 55, ABSTRACT NO. 513
AUSTIN, TRAVIS COUNTY, TEXAS**



SCALE 1" = 100'

**LUCAS MUNOS
SURVEY NO. 55
ABSTRACT NO. 513**



LINE TABLE		
LINE#	BEARING	DISTANCE
L1	S62°02'11"E	62.03'
L2	N73°16'35"W	66.72'
L3	S16°43'25"W	19.81'
L4	N73°16'35"W	54.12'
L5	N47°20'04"W	40.00'
L6	S47°29'03"E	45.07'
L7	S42°30'56"W	130.00'
L8	N47°29'03"W	45.41'
L9	N42°39'56"E	130.00'
L10	N47°20'04"W	40.00'
L11	N42°39'56"E	169.90'
L12	S47°29'03"E	45.00'
L13	S42°30'56"W	120.00'
L14	N47°29'03"W	45.31'
L15	N42°39'56"E	120.00'
L16	N47°29'03"W	40.00'
L17	N47°20'04"W	40.00'
L18	S42°39'56"W	955.92'
L19	S42°39'56"W	775.92'
L20	S42°39'56"W	465.39'
L21	N47°20'04"W	40.00'

TCAD# 0234310302
TCAD# 0234310305
SURVEYED BY:

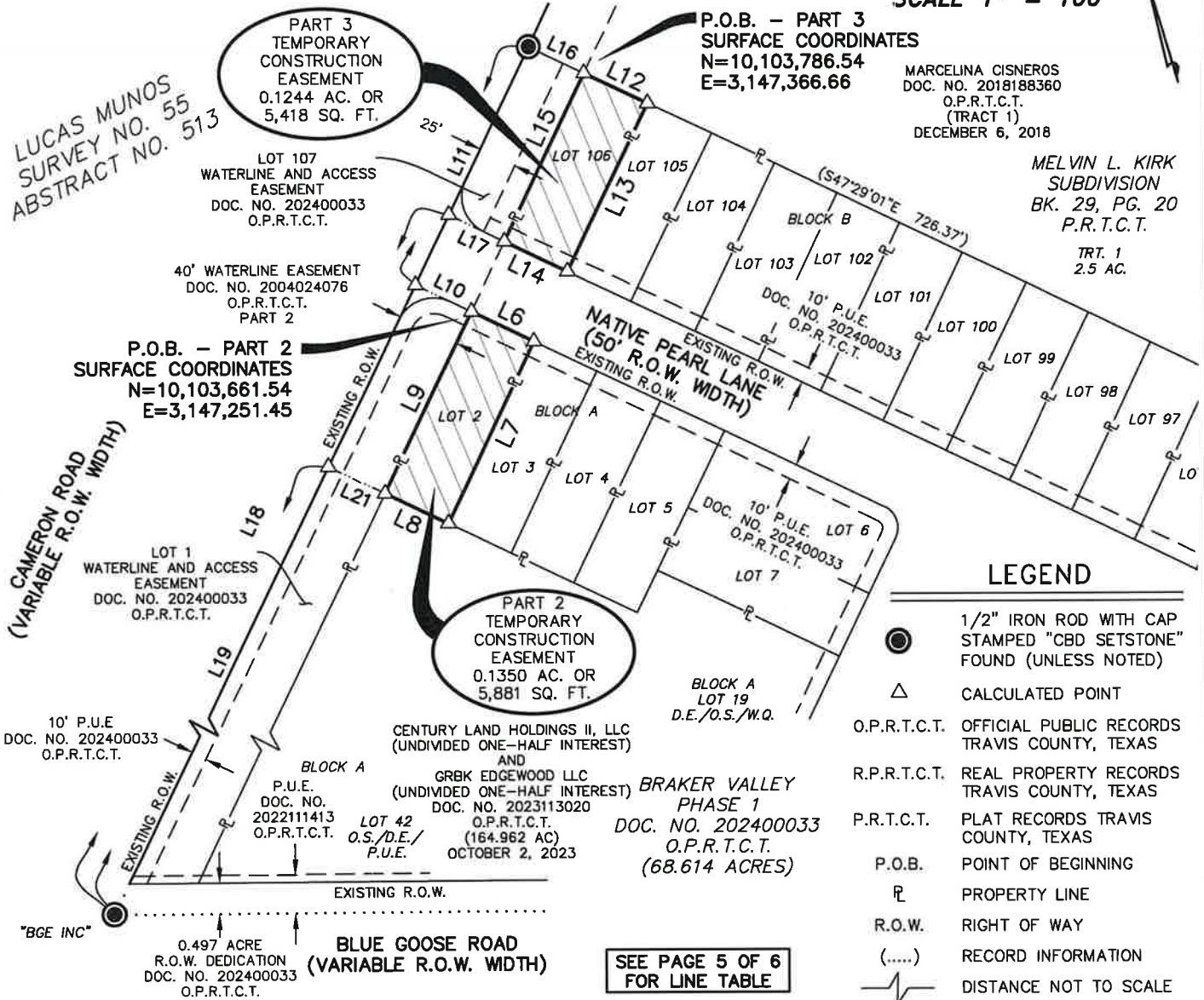
PAGE 5 OF 6

**McGRAY & McGRAY
LAND SURVEYORS, INC.**

3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
MCGRAY.COM (512) 451-8591
TBPELS SURVEY FIRM #10095500

**SKETCH TO ACCOMPANY DESCRIPTION
OF 0.8340 AC. OR 36,329 SQ. FT. OF LAND OUT OF
THE LUCAS MUNOS SURVEY NO. 55, ABSTRACT NO. 513
AUSTIN, TRAVIS COUNTY, TEXAS**

SCALE 1" = 100'



LUCAS MUNOS
SURVEY NO. 55
ABSTRACT NO. 513

**PART 3
TEMPORARY
CONSTRUCTION
EASEMENT**
0.1244 AC. OR
5,418 SQ. FT.

**P.O.B. - PART 3
SURFACE COORDINATES**
N=10,103,786.54
E=3,147,366.66

MARCELINA CISNEROS
DOC. NO. 2018188360
O.P.R.T.C.T.
(TRACT 1)
DECEMBER 6, 2018

MELVIN L. KIRK
SUBDIVISION
BK. 29, PG. 20
P.R.T.C.T.
TRT. 1
2.5 AC.

**P.O.B. - PART 2
SURFACE COORDINATES**
N=10,103,661.54
E=3,147,251.45

LEGEND

- 1/2" IRON ROD WITH CAP STAMPED "CBD SETSTONE" FOUND (UNLESS NOTED)
- CALCULATED POINT
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
- R.P.R.T.C.T. REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
- P.R.T.C.T. PLAT RECORDS TRAVIS COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P PROPERTY LINE
- R.O.W. RIGHT OF WAY
- (.....) RECORD INFORMATION
- DISTANCE NOT TO SCALE
- D.E. DRAINAGE EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- O.S. OPEN SPACE
- W.Q. WATER QUALITY

**SEE PAGE 5 OF 6
FOR LINE TABLE**

NOTES:
1. THIS PROJECT IS REFERENCED, FOR ALL BEARING AND COORDINATE BASIS, TO THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010.00. COORDINATES SHOWN HEREON ARE SURFACE COORDINATES AND CAN BE CONVERTED TO GRID BY DIVIDING BY A COMBINED SCALE FACTOR OF 1.000070.
2. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND WOULD BE SUBJECT TO ANY AND ALL EASEMENTS, CONDITIONS OR RESTRICTIONS THAT A CURRENT TITLE COMMITMENT MAY DISCLOSE.



Chris Conrad

08/28/2024

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE
Note: There is a description to accompany this plat.

TCAD# 0234310302
TCAD# 0234310305
SURVEYED BY:

REVISED: 08-28-2024
ISSUED: 08-01-2024
PAGE 6 OF 6

**McGRAY & McGRAY
LAND SURVEYORS, INC.**
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
MCGRAY.COM (512) 451-8591
TBPELS SURVEY FIRM #10095500

EXHIBIT "B"

1.385 Acre TCE
Temporary Construction Easement
Lucas Munos Survey No. 55, Abstract No. 513
Travis County, Texas

DESCRIPTION FOR A 1.385 OF ONE ACRE
TEMPORARY CONSTRUCTION EASEMENT

DESCRIPTION OF A 1.385 OF ONE ACRE (60,349 SQUARE FOOT) EASEMENT CONSISTING OF TWO PARTS, OUT OF THE LUCAS MUNOS SURVEY NO. 55, ABSTRACT NO. 513, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 164.962 ACRES CONVEYED TO CENTURY LAND HOLDINGS II, LLC (UNDIVIDED ONE-HALF INTEREST) AND GRBK EDGEWOOD LLC (UNDIVIDED ONE-HALF INTEREST) BY SPECIAL WARRANTY DEED DATED OCTOBER 2, 2023, AS RECORDED IN DOCUMENT NO. 2023113020, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 1.385 OF ONE ACRE EASEMENT BEING MORE PARTICULARLY DESCRIBED IN TWO PARTS BY METES AND BOUNDS AS FOLLOWS:

PART 1 0.1240 Acre

BEGINNING at a calculated point at the southwest corner of this easement, being in a south line of said 164.962 acre Century Land Holdings II tract, and the north line of that tract described as 5.0 acre (No. 9) conveyed to Brooks Clark Properties, Ltd. by Special Warranty Deed, as recorded in Document No. 20033278239, Official Public Records, Travis County, Texas, and the southeast corner of a 40 foot waterline easement (Part 1) recorded in Document No. 2004024076, Official Public Records, Travis County, Texas, said POINT OF BEGINNING having Surface Coordinates of N=10,104,118.64, E=3,147,671.96, from which a 5/8-inch iron rod found at an interior ell corner in the west line of said 164.962 acre Century Land Holdings II tract, being the southwest corner of said 40 foot waterline easement (Part 1), and the northwest corner of said 5.0 acre Brooks Clark Properties tract, being in the existing east right-of-way line of Cameron Road (varying width right -of-way), bears North 47°04'53" West 40.00 feet to calculated point, and from which a 1/2-inch iron rod with "BGE INC" cap found at the southwest corner of a 40 foot waterline easement, recorded in Document No. 2004021592, Official Public Records, Travis County, Texas, being in the existing east right-of-way line of Cameron Road, bears North 42°47'21" East 309.43 feet, and from calculated point, a 1/2-inch iron rod with "CBD Setstone" cap found at the southwest corner of Tract 1, Melvin L. Kirk Subdivision, a subdivision of record in Book 29, Page 20, Plat Records, Travis County, Texas, being in the existing east right-of-way line of Cameron Road, bears South 42°35'34" West 451.35 feet;

1.385 Acre TCE

- 1) THENCE, along the west line of this easement and the east line of said 40 foot waterline easement (Part 1), **North 42°47'21" East 120.00 feet** to a calculated point at the northwest corner of this easement;
- 2) THENCE, along the north line of this easement, crossing said 164.962 acre Century Land Holdings II tract, **South 47°04'53" East 45.00 feet** to a calculated point at the northeast corner of this easement;
- 3) THENCE, along the east line of this easement, crossing said 164.962 acre Century Land Holdings II tract, **South 42°47'21" West 120.00 feet** to a calculated point at the southeast corner of this easement, being in a south line of said 164.962 acre Century Land Holdings II tract and the north line of said 5.0 acre Brooks Clark Properties tract;
- 4) THENCE, along the south line of this easement and the south line of said 164.962 acre Century Land Holdings tract, the north line of said 5.0 acre Brooks Clark Properties tract, **North 47°04'53" West 45.00 feet** to the POINT OF BEGINNING and containing 0.1240 of one acre (5,400 square feet) of land within these metes and bounds.

PART 2 1.261 Acre

BEGINNING at a calculated point at the southwest corner of this easement, being in the east line of a 40 foot waterline easement (Part 1) recorded in said Document No. 2004024076, said POINT OF BEGINNING having Surface Coordinates of N=10,104,243.39, E=3,147,787.44, from which a calculated point bears North 47°12'39" West 40.00 feet, being in the west line of said 164.962 acre Century Land Holdings II tract, and in the existing east right-of-way line of Cameron Road, and from which a 1/2-inch iron rod with "BGE INC" cap found at the southwest corner of a 40 foot waterline easement, recorded in said Document No. 2004021592, bears North 42°47'21" East 139.43 feet;

THENCE, continuing along the west line of this easement, and the east line of said 40 foot waterline easements recorded in said Document Nos. 2004024076 (Part 1) and 2004021592, crossing said 164.962 acre Century Land Holdings II tract, the following two (2) courses, numbered 1 and 2;

- 1) **North 42°47'21" East 159.48 feet** to a calculated point at the northeast corner of said 40 foot waterline easement (Part 1) and the southeast corner of said 40 foot waterline easement recorded in Doc. No. 2004021592, and

2) **North 42°43'17" East 1,044.79 feet** to a calculated point, from which a 1/2-inch iron rod with "BGE INC" cap found at the northwest corner of said 164.962 acre Century Land Holdings II tract and the northwest corner of said 40 foot waterline easement recorded in Doc. No. 2004021592, being in the south line of that tract described as 14 acres (Property No. 3) conveyed to Stephen A. Madison and Diane Kay Momoda-Madison, Trustees of the Stephen A. Madison and Diane Kay Momoda-Madison Trust dated December 15, 1999 (1/2 interest) by Special Warranty Deed, as recorded in Document No. 2017157048, Official Public Records, Travis County, Texas, bears North 47°11'55" West 40.57 feet to a calculated point in the west line of said 164.962 acre Century Land Holdings II tract, and being the existing east right-of-way line of Cameron Road, North 42°48'05" East 674.41 feet to a calculated point, and with a curve to the left, whose delta angle is 07°31'11", radius is 1,008.40 feet, an arc distance of 132.35 feet, and the chord of which bears North 38°55'05" East 132.25 feet;

3) THENCE, along the north line of this easement, crossing said 164.962 acre Century Land Holdings II tract, **South 83°48'06" East 56.00 feet** to a calculated point at the northeast corner of this easement;

THENCE, along the east line of this easement, crossing said 164.962 acre Century Land Holdings II tract, the following two (2) courses, numbered 4 and 5;

4) **South 42°43'17" West 1,078.14 feet** to a calculated point, and

5) **South 42°47'21" West 159.61 feet** to a calculated point;

1.385 Acre TCE

6) THENCE, along the south line of this easement, crossing said 164.962 acre Century Land Holdings II tract, **North 47°04'53" West 45.00 feet** to the POINT OF BEGINNING and containing 1.261 acres (60,349 square feet) of land within these metes and bounds.

PART 1 0.1240 Ac. 5,400 Sq. Ft.
PART 2 1.261 Ac. 54,949 Sq. Ft.
TOTAL 1.385 Ac. 60,349 Sq. Ft.

Bearing Basis Note

The bearings described herein are based on the Texas Coordinate System, Central Zone (4203), NAD83 (2011) EPOCH 2010.00. The coordinates shown are surface coordinates and can be converted to grid by dividing a combined scale factor of 1.000070.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6
Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500



08/08/2024

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

Note: There is a plat to accompany this description.

M:\F&N~22-009~Pville Raw Water Line\Description\1.385 Ac Braker Valley Ph 2

Issued 08/08/2024

AUSTIN GRID P-29 & P-30
TCAD# 0234310302 & 0234310305

**SKETCH TO ACCOMPANY DESCRIPTION
OF 1.385 AC. OR 60,349 SQ. FT. OF LAND OUT OF
THE LUCAS MUNOS SURVEY NO. 55, ABSTRACT NO. 513
AUSTIN, TRAVIS COUNTY, TEXAS**



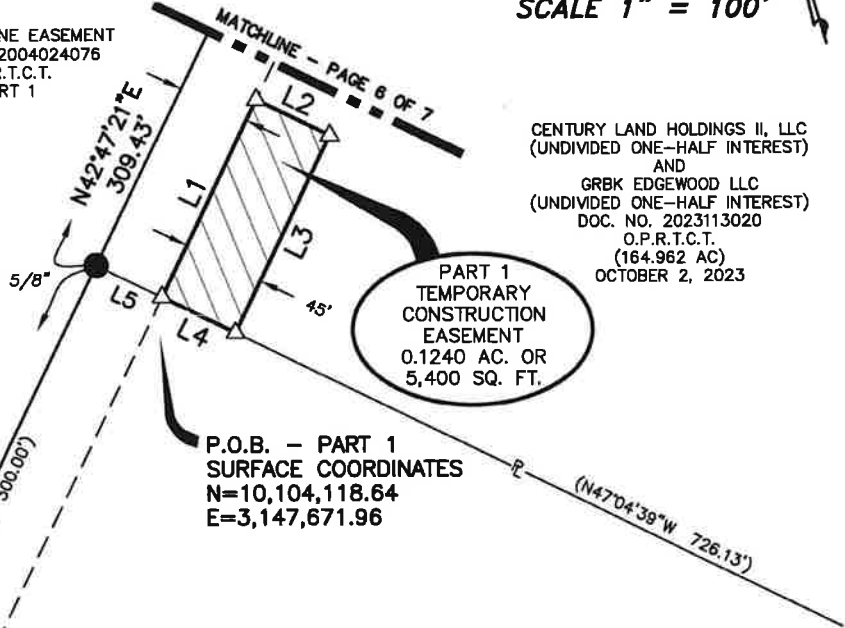
SCALE 1" = 100'

LUCAS MUNOS SURVEY NO. 55
ABSTRACT NO. 513

40' WATERLINE EASEMENT
DOC. NO. 2004024076
O.P.R.T.C.T.
PART 1

CENTURY LAND HOLDINGS II, LLC
(UNDIVIDED ONE-HALF INTEREST)
AND
GRBK EDGEWOOD LLC
(UNDIVIDED ONE-HALF INTEREST)
DOC. NO. 2023113020
O.P.R.T.C.T.
(164.962 AC)
OCTOBER 2, 2023

LINE TABLE		
LINE#	BEARING	DISTANCE
L1	N42°47'21"E	120.00'
L2	S47°04'53"E	45.00'
L3	S42°47'21"W	120.00'
L4	N47°04'53"W	45.00'
L5	N47°04'53"W	40.00'



**PART 1
TEMPORARY
CONSTRUCTION
EASEMENT
0.1240 AC. OR
5,400 SQ. FT.**

**P.O.B. - PART 1
SURFACE COORDINATES
N=10,104,118.64
E=3,147,671.96**

40' WATERLINE EASEMENT
DOC. NO. 2004024076
O.P.R.T.C.T.
PART 2

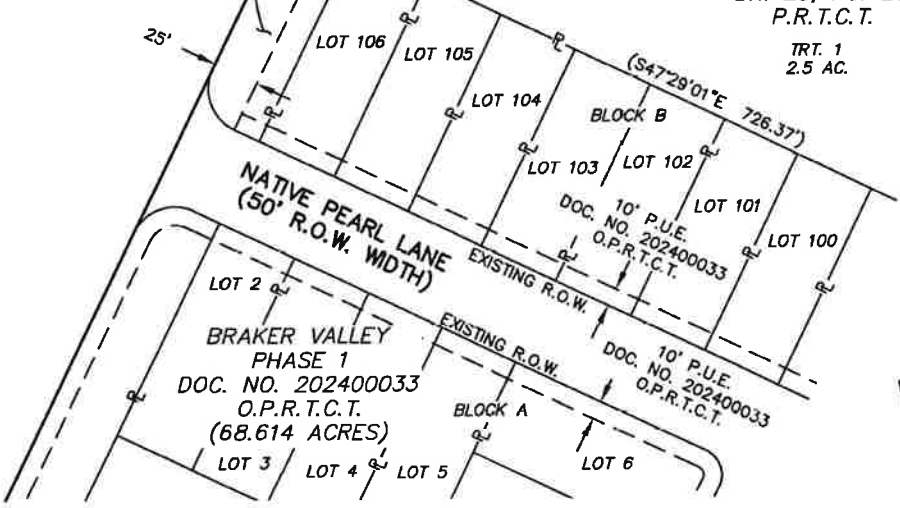
BROOKS CLARK PROPERTIES, LTD.
DOC. NO. 2003278239
O.P.R.T.C.T.
NO. 9
(5.0 ACRES)
NOVEMBER 24, 2003

DESCRIBED IN
VOL. 12726, PG. 453
R.P.R.T.C.T.
(5.00 ACRES)
JUNE 25, 1996

MARCELINA CISNEROS
DOC. NO. 2018188360
O.P.R.T.C.T.
(TRACT 1)
DECEMBER 6, 2018

MELVIN L. KIRK
SUBDIVISION
BK. 29, PG. 20
P.R.T.C.T.
TRT. 1
2.5 AC.

LOT 107
WATERLINE AND ACCESS
EASEMENT
DOC. NO. 202400033
O.P.R.T.C.T.



TCAD# 0234310302
TCAD# 0234310305
SURVEYED BY:

PAGE 5 OF 7

**McGRAY & McGRAY
LAND SURVEYORS, INC.**

3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
MCGRAY.COM (512) 451-8591
TBPELS SURVEY FIRM #10095500

SKETCH TO ACCOMPANY DESCRIPTION
 OF 1.385 AC. OR 60,349 SQ. FT. OF LAND OUT OF
 THE LUCAS MUNOS SURVEY NO. 55, ABSTRACT NO. 513
 AUSTIN, TRAVIS COUNTY, TEXAS



MATCHLINE - PAGE 7 OF 7

SCALE 1" = 100'

LUCAS MUNOS SURVEY NO. 55
 ABSTRACT NO. 513

PART 2
 TEMPORARY
 CONSTRUCTION
 EASEMENT
 1.261 AC. OR
 54,949 SQ. FT.

CENTURY LAND HOLDINGS II, LLC
 (UNDIVIDED ONE-HALF INTEREST)
 AND
 GRBK EDGEWOOD LLC
 (UNDIVIDED ONE-HALF INTEREST)
 DOC. NO. 2023113020
 O.P.R.T.C.T.
 (164.962 AC)
 OCTOBER 2, 2023

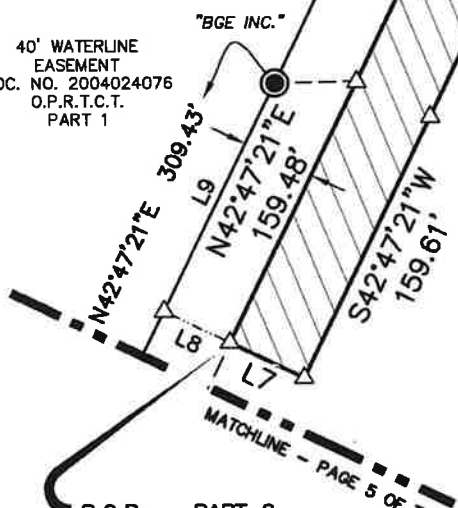
CAMERON ROAD
 (VARIABLE R.O.W. WIDTH)

40' WATERLINE EASEMENT
 DOC. NO. 2004021592
 O.P.R.T.C.T.

40' WATERLINE
 EASEMENT
 DOC. NO. 2004024076
 O.P.R.T.C.T.
 PART 1

"BGE INC."

LINE TABLE		
LINE#	BEARING	DISTANCE
L7	N47°04'53"W	45.00'
L8	N47°12'39"W	40.00'
L9	N42°47'21"E	139.43'



P.O.B. - PART 2
 SURFACE COORDINATES
 N=10,104,243.39
 E=3,147,787.44

TCAD# 0234310302
 TCAD# 0234310305
 SURVEYED BY:

PAGE 6 OF 7

McGRAY & McGRAY
LAND SURVEYORS, INC.
 3301 HANCOCK DRIVE #6
 AUSTIN, TEXAS 78731
 MCGRAY.COM (512) 451-8591
 TBPELS SURVEY FIRM #10095500

**SKETCH TO ACCOMPANY DESCRIPTION
OF 1.385 AC. OR 60,349 SQ. FT. OF LAND OUT OF
THE LUCAS MUNOS SURVEY NO. 55, ABSTRACT NO. 513
AUSTIN, TRAVIS COUNTY, TEXAS**

CURVE TABLE					
CURVE#	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	132.35'	1,008.40'	07°31'11"	N38°55'05"E	132.25'
(C1)	132.00'	1,008.40'	07°30'00"	N38°55'07"E	131.91'

LINE TABLE		
LINE#	BEARING	DISTANCE
L6	S83°48'06"E	56.00'
L10	N47°11'55"W	40.57'

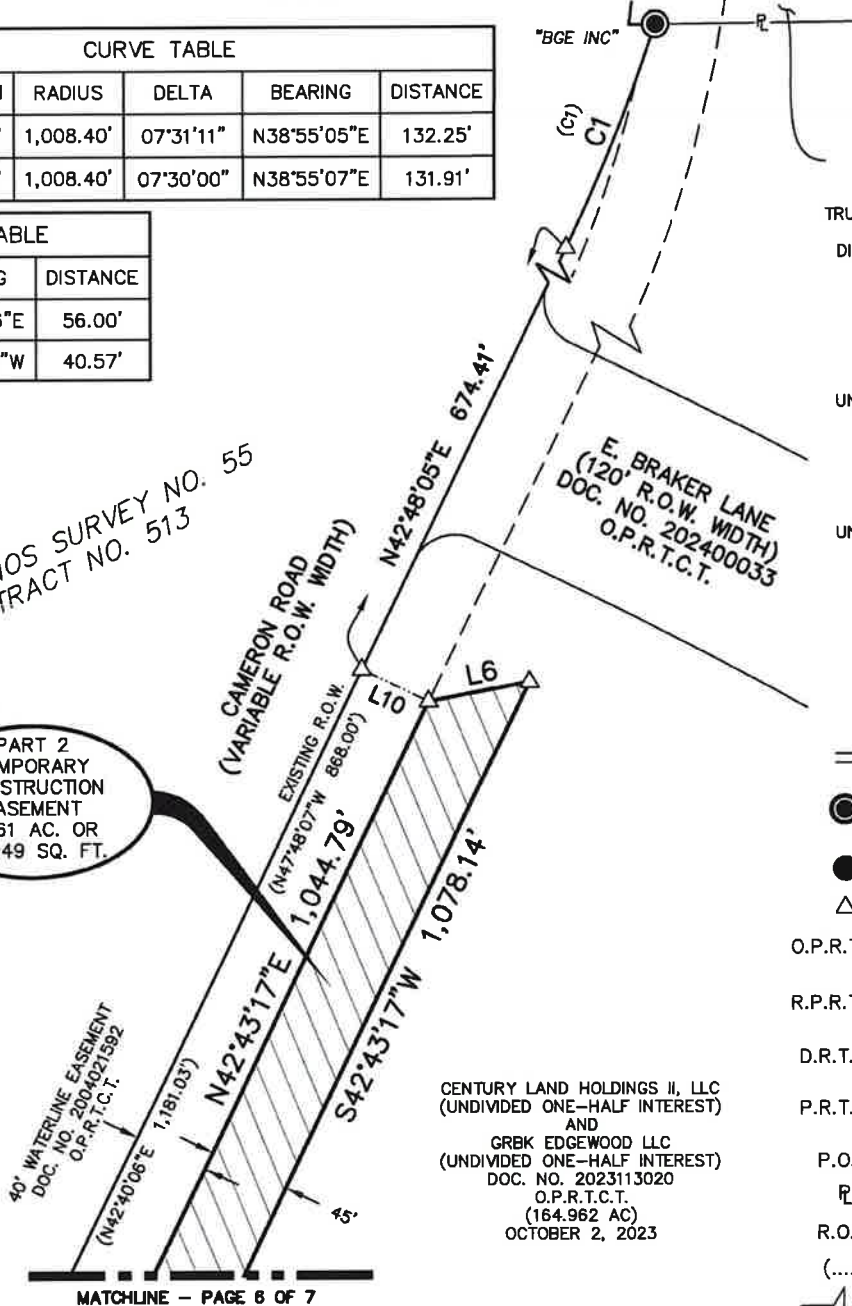
SCALE 1" = 100'

STEPHEN A. MADISON
AND
DIANE KAY MOMODA-MADISON,
TRUSTEES OF THE STEPHEN A. MADISON
AND
DIANE KAY MOMODA-MADISON TRUST
DECLARATION OF TRUST
DATED DECEMBER 15, 1999
DOC. NO. 2017157048
O.P.R.T.C.T.
PROPERTY NO. 3
(14 ACRES)
SEPTEMBER 26, 2017
UNDIVIDED ONE-HALF (1/2) INTEREST
AND
MYRDIS ALLEN, et. al.
VOL. 2619, PG. 48
D.R.T.C.T.
(14 ACRES)
MAY 27, 1963
UNDIVIDED ONE-HALF (1/2) INTEREST

DESCRIBED IN
DOC. NO. 2006106050
O.P.R.T.C.T.
(FOURTEEN (14) ACRES)
JUNE 6, 2006

LUCAS MUNOS SURVEY NO. 55
ABSTRACT NO. 513

PART 2
TEMPORARY
CONSTRUCTION
EASEMENT
1.261 AC. OR
54,949 SQ. FT.



LEGEND

- 1/2" IRON ROD WITH CAP STAMPED "CBD SETSTONE" FOUND (UNLESS NOTED)
- 5/8" IRON ROD FOUND
- CALCULATED POINT
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
- R.P.R.T.C.T. REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
- D.R.T.C.T. DEED RECORDS TRAVIS COUNTY, TEXAS
- P.R.T.C.T. PLAT RECORDS TRAVIS COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.L. PROPERTY LINE
- R.O.W. RIGHT OF WAY
- (.....) RECORD INFORMATION
- DISTANCE NOT TO SCALE
- P.U.E. PUBLIC UTILITY EASEMENT

CENTURY LAND HOLDINGS II, LLC
(UNDIVIDED ONE-HALF INTEREST)
AND
GRBK EDGEWOOD LLC
(UNDIVIDED ONE-HALF INTEREST)
DOC. NO. 2023113020
O.P.R.T.C.T.
(164.962 AC)
OCTOBER 2, 2023

NOTES:

1. THIS PROJECT IS REFERENCED, FOR ALL BEARING AND COORDINATE BASIS, TO THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010.00. COORDINATES SHOWN HEREON ARE SURFACE COORDINATES AND CAN BE CONVERTED TO GRID BY DIVIDING BY A COMBINED SCALE FACTOR OF 1.000070.
2. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND WOULD BE SUBJECT TO ANY AND ALL EASEMENTS, CONDITIONS OR RESTRICTIONS THAT A CURRENT TITLE COMMITMENT MAY DISCLOSE.

08/08/2024



TCAD# 0234310302
TCAD# 0234310305
SURVEYED BY:

ISSUED: 08-08-2024
PAGE 7 OF 7

**McGRAY & McGRAY
LAND SURVEYORS, INC.**
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
MCGRAY.COM (512) 451-8591
TBPELS SURVEY FIRM #10095500

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE

Note: There is a description to accompany this plat.

M:\F&N~22-009~Pville Raw Water Line\Dwg\Parcels\Century Land Holdings II TCE-2.dwg

AUSTIN GRID: P-29 & P-30 JOB NO.: 22-009

EXHIBIT "C"

0.8653 Acre TCE
Temporary Construction Easement
Lucas Munos Survey No. 55, Abstract No. 513
Travis County, Texas

DESCRIPTION FOR A 0.8653 OF ONE ACRE
TEMPORARY CONSTRUCTION EASEMENT

DESCRIPTION OF A 0.8653 OF ONE ACRE (37,692 SQUARE FOOT) EASEMENT OUT OF THE LUCAS MUNOS SURVEY NO. 55, ABSTRACT NO. 513, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 164.962 ACRES CONVEYED TO CENTURY LAND HOLDINGS II, LLC (UNDIVIDED ONE-HALF INTEREST) AND GRBK EDGEWOOD LLC (UNDIVIDED ONE-HALF INTEREST) BY SPECIAL WARRANTY DEED DATED OCTOBER 2, 2023, AS RECORDED IN DOCUMENT NO. 2023113020, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 0.8653 OF ONE ACRE EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point at the northeast corner of this easement, being in the north line of said Century Land Holdings II tract, and the south line of that tract described as 14 acres (Property No. 3) conveyed to Stephen A. Madison and Diane Kay Momoda-Madison, Trustees of the Stephen A. Madison and Diane Kay Momoda-Madison Trust as created by Declaration of Trust dated December 15, 1999 (1/2 interest) by Special Warranty Deed, as recorded in Document No. 2017157048, Official Public Records, Travis County, Texas, said 14 acres also conveyed to Myrdis Allen et al. (1/2 interest) by Deed, as recorded in Volume 2619, Page 48, Deed Records, Travis County, Texas, said 14 acres being additionally described in Document No. 2006106050, Official Public Records, Travis County, Texas, from which an axle found at the northeast corner of said 164.962 Century Land Holdings II tract, the southeast corner of said 14 acre Stephen A. Madison and Diane Kay Momoda-Madison Trust and Myrdis Allen et al. tract, bears South 73°42'31" East 1,679.08 feet, said POINT OF BEGINNING having Surface Coordinates of N=10,105,726.03, E=3,149,209.39;

THENCE, along the east line of this easement, crossing said 164.962 acre Century Land Holdings II tract, the following three (3) courses, numbered 1 through 3;

- 1) with a curve to the right, whose delta angle is **17°50'01"**, radius is **712.96 feet**, an arc distance of **221.91 feet**, and the chord of which bears **South 34°23'14" West 221.02 feet** to a calculated point,
- 2) **South 46°12'52" West 174.50 feet** to a calculated point, and

0.8653 Acre TCE

- 3) **South 42°43'17" West 245.67 feet** to a calculated point at the southeast corner of this easement, in a south line of said 164.962 acre Century Land Holdings II tract, being in the existing north right-of-way line of E. Braker Lane (120' foot width), dedicated by Braker Valley Phase 1, a subdivision of record in Document No. 202400033, Official Public Records, Travis County, Texas;
- 4) THENCE, along the south line of this easement, a south line of said 164.962 acre Century Land Holdings II tract, and the existing north right-of-way line of E. Braker Lane, **North 47°16'43" West 60.00 feet** to a calculated point at the southwest corner of this easement;

THENCE, along the west line of this easement, crossing said 164.962 acre Century Land Holdings II tract, along the east line of a 40 foot waterline easement recorded in Document No. 2004021592, Official Public Records, Travis County, Texas, the following three (3) courses, numbered 5 through 7;

- 5) **North 42°43'17" East 247.50 feet** to a calculated point,
- 6) **North 46°12'52" East 174.77 feet** to a calculated point, and
- 7) with a curve to the left, whose delta angle is **16°51'04"**, radius is **652.96 feet**, an arc distance of **192.04 feet**, and the chord of which bears **North 34°44'51" East 191.35 feet** to a calculated point at the northwest corner of this easement, and the northeast corner of said 40 foot waterline easement, being in the north line of said 164.962 acre Century Land Holdings II tract, in the south line of said 14 acre Stephen A. Madison and Diane Kay Momoda-Madison Trust and Myrdis Allen et al. tract, from which a 1/2-inch iron rod with "BGE INC" cap found at the northwest corner of said 164.962 acre Century Land Holdings II tract and said 40 foot waterline easement, bears **North 73°42'31" West 36.30 feet**;

8) THENCE, along the north line of this easement, the north line of said 164.962 acre Century Land Holdings II tract, and the south line of said 14 acre Stephen A. Madison and Diane Kay Momoda-Madison Trust and Myrdis Allen et al. tract, **South 73°42'31" East 60.85 feet** to the POINT OF BEGINNING and containing 0.8653 of one acre (37,692 square feet) of land within these metes and bounds.

Bearing Basis Note

The bearings described herein are based on the Texas Coordinate System, Central Zone (4203), NAD83 (2011) EPOCH 2010.00. The coordinates shown are surface coordinates and can be converted to grid by dividing a combined scale factor of 1.000070.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6
Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500



A handwritten signature in blue ink, appearing to read "Chris Conrad".

08/12/2024

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

Note: There is a plat to accompany this description.

M:\F&N~22-009~Pville Raw Water Line\Description\0.8653 Ac Braker Valley Ph 3

Issued 08/12/2024

AUSTIN GRID P-30
TCAD# 0234310305

**SKETCH TO ACCOMPANY DESCRIPTION
OF 0.8653 AC. OR 37,692 SQ. FT. OF LAND OUT OF
THE LUCAS MUNOS SURVEY NO. 55, ABSTRACT NO. 513
AUSTIN, TRAVIS COUNTY, TEXAS**

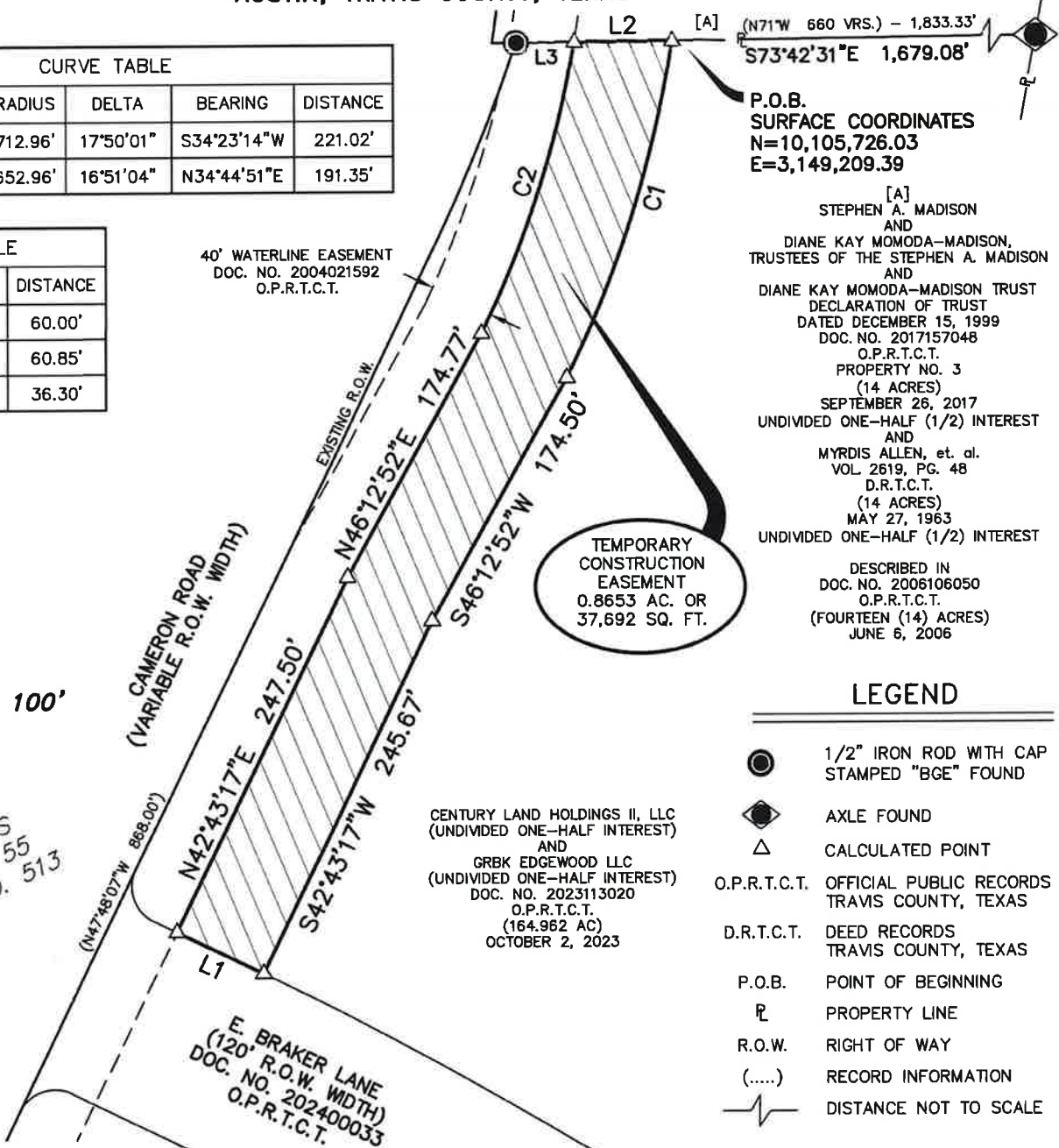
CURVE TABLE					
CURVE#	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	221.91'	712.96'	17°50'01"	S34°23'14"W	221.02'
C2	192.04'	652.96'	16°51'04"	N34°44'51"E	191.35'

LINE TABLE		
LINE#	BEARING	DISTANCE
L1	N47°16'43"W	60.00'
L2	S73°42'31"E	60.85'
L3	N73°42'31"W	36.30'



SCALE 1" = 100'

LUCAS MUNOS
SURVEY NO. 55
ABSTRACT NO. 513



[A] (N71°W 660 VRS.) - 1,833.33'
S73°42'31"E 1,679.08'

**P.O.B.
SURFACE COORDINATES
N=10,105,726.03
E=3,149,209.39**

[A]
STEPHEN A. MADISON
AND
DIANE KAY MOMODA-MADISON,
TRUSTEES OF THE STEPHEN A. MADISON
AND
DIANE KAY MOMODA-MADISON TRUST
DECLARATION OF TRUST
DATED DECEMBER 15, 1999
DOC. NO. 2017157048
O.P.R.T.C.T.
PROPERTY NO. 3
(14 ACRES)
SEPTEMBER 26, 2017
UNDIVIDED ONE-HALF (1/2) INTEREST
AND
MYRDIS ALLEN, et. al.
VOL. 2619, PG. 48
D.R.T.C.T.
(14 ACRES)
MAY 27, 1963
UNDIVIDED ONE-HALF (1/2) INTEREST

DESCRIBED IN
DOC. NO. 2006106050
O.P.R.T.C.T.
(FOURTEEN (14) ACRES)
JUNE 6, 2006

LEGEND

- 1/2" IRON ROD WITH CAP STAMPED "BGE" FOUND
- AXLE FOUND
- CALCULATED POINT
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
- D.R.T.C.T. DEED RECORDS TRAVIS COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- PROPERTY LINE
- R.O.W. RIGHT OF WAY
- (.....) RECORD INFORMATION
- DISTANCE NOT TO SCALE

CENTURY LAND HOLDINGS II, LLC
(UNDIVIDED ONE-HALF INTEREST)
AND
GRBK EDGEWOOD LLC
(UNDIVIDED ONE-HALF INTEREST)
DOC. NO. 2023113020
O.P.R.T.C.T.
(164.962 AC)
OCTOBER 2, 2023

NOTES:
1. THIS PROJECT IS REFERENCED, FOR ALL BEARING AND COORDINATE BASIS, TO THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010.00. COORDINATES SHOWN HEREON ARE SURFACE COORDINATES AND CAN BE CONVERTED TO GRID BY DIVIDING BY A COMBINED SCALE FACTOR OF 1.000070.
2. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND WOULD BE SUBJECT TO ANY AND ALL EASEMENTS, CONDITIONS OR RESTRICTIONS THAT A CURRENT TITLE COMMITMENT MAY DISCLOSE.

08/12/2024



TCAD# 0234310305 ISSUED: 08-12-2024
SURVEYED BY: PAGE 4 OF 4

**McGRAY & McGRAY
LAND SURVEYORS, INC.**
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
MCGRAY.COM (512) 451-8591
TBPELS SURVEY FIRM #10095500

AUSTIN GRID: P-30 JOB NO.: 22-009

Owners:

**CENTURY LAND HOLDINGS II, LLC,
a Colorado limited liability company**

By: Blake Roberts

Name: Blake Roberts

Title: ~~Vice President~~ Regional President

**GRBK EDGEWOOD LLC, a Texas
limited liability company**

By: _____

Name: Austin Evetts

Title: Authorized Signatory

Owners:

**CENTURY LAND HOLDINGS II, LLC,
a Colorado limited liability company**

By: _____

Name: Blake Roberts

Title: Vice President

**GRBK EDGEWOOD LLC, a Texas
limited liability company**

By:  _____

Name: Austin Evetts

Title: Authorized Signatory