

## 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 **BLACKBURN HOMES, LLC, A MISSISSIPPI 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 an 8.415-acre tract, BEING THAT TRACT DESCRIBED AS 8.415 ACRES (TRACT 1 EXHIBIT “A-1”) CONVEYED TO BLACKBURN HOMES, LLC BY SPECIAL WARRANTY DEED DATED JANUARY 21, 2022, AS RECORDED IN DOCUMENT NO. 2022014208, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

B. Grantor is also the current owner thereof of a 16.357-acre tract and 8.771-acre tract, BEING THOSE TRACTS DESCRIBED AS 16.357 ACRES (TRACT 3 – EXHIBIT “A-2”) AND 8.771 ACRES (TRACT 5 – EXHIBIT “A-4”) CONVEYED TO BLACKBURN HOMES, LLC BY SPECIAL WARRANTY DEED DATED JANUARY 21, 2022, AS RECORDED IN DOCUMENT NO. 2022014208, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

C. Grantee requires the use of portions of these tracts for a Temporary Construction Easement (**Exhibit “A-1”**) for the Secondary Colorado Raw Water Line Project hereafter collectively referred to as the “Easement.”

D. Grantor is willing to convey and Grantee to purchase the Temporary Construction Easement rights for the appraised value of Tract 1, Tract 3, and Tract 5, which is the total of **\$117,139.00**.

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

#### I.

*Purchase and Sale Agreement.* For the Purchase Price and the mutual exchanges provided for in the Temporary Construction Easement as described in **Exhibit “A-1”**, 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”** and Grantee also agrees to the obligations and other terms of the Temporary Construction Easement as described in **Exhibit “A-1”**, all in order to facilitate the construction of Public infrastructure, which shall include use of the Easement Property for access, construction staging and storage, and other construction activities for that certain City of Pflugerville Secondary Colorado Raw Water Line Project, subject to the remaining terms hereof and of the separate document granting the Temporary Construction Easement attached hereto as **Exhibit “A-1”** (the “Easement Instrument”). The promises by Grantee and Grantor stated in this agreement are the consideration for the formation of this agreement. The obligation of the Grantee contained in this

Agreement is conditional on the 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. Also, Grantor's agreement to this Agreement is expressly conditioned upon the City Council of Pflugerville's approval and acceptance of this Agreement and the Easement Instrument by no later than June 30, 2024, so long as Agreement is signed by Grantor by April 12, 2024, and if such approvals do not occur by said date, then Grantor shall have the option of declaring this Agreement null and void.

## II.

*The Purchase Price.* The sum of **\$117,139.00** to be paid at closing. At the closing, the Temporary Construction Easement attached hereto as **Exhibit "A-1"** must be fully executed and notarized. The closing shall occur within 30 days of City Council's approval and acceptance of the Easement.

## III.

*The Property.* A Temporary Construction Easement per the Easement Instrument over and across, under and through a 8.415-acre tract, BEING THAT TRACT DESCRIBED AS 8.415 ACRES (TRACT 1 – EXHIBIT "A-1"), a 16.357-acre tract of land (Tract 3 – Exhibit "A-2"), and a 8.771-acre tract of land (Tract 5 – Exhibit "A-4") having been conveyed to BLACKBURN HOMES, LLC BY SPECIAL WARRANTY DEED DATED JANUARY 21, 2022, AS RECORDED IN DOCUMENT NO. 2022014208, 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 Easement Instrument shall be in the form and substance as stated in the Temporary Construction Easement (**Exhibit "A-1"**) attached hereto and incorporated by reference for all purposes. Without limitation, in the event the Grantee, in approving this transaction or executing and delivering the Easement Instrument, makes any changes to any of the terms set out in the Easement Instrument attached as **Exhibit A-1**, the Grantor shall have the option of declaring this Agreement null and void unless and until Grantor agrees to all such changes.

## V.

*Term.* The 60-foot width TCE granted herein shall terminate automatically as provided for in the Easement Instrument.

## VI.

*Miscellaneous.*

*A. Time of Essence.* Time is of the essence as to all obligations under this Agreement.



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

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

Grantor: Blackburn Homes, LLC  
825 Sisk Ave., Suite 200  
Oxford, Mississippi 38655

- D. 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.
- E. 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.
- F. 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.

- G. 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.
- H. Representations and Warranties by Grantor.* Grantor warrants, represents, covenants, and agrees, subject to the Schedule B(s) of the Commitments For Title Insurance T-7, issued by Title Resources Guaranty Company, all being effective date of January 25, 2024 on the subject properties, that Grantor has fee simple absolute title to the Property described in **Exhibit "A-1"**, and that said Property is free of any liens or other encumbrances that would prevent this grant and that Grantor meets and accepts the exceptions to title listed on the Schedule B(s) of the Commitment For Title Insurance T-7, issued by Title Resources Guaranty Company, all being effective date of January 25, 2024. Grantor all requirements to contract with the City of Pflugerville as provided by Chapter 38 of the City's Code of Ordinances.
- I. 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.
- J. 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.
- K. 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 1<sup>st</sup> day of April, 2024.

**GRANTOR:**

**BLACKBURN HOMES, LLC, A  
MISSISSIPPI LIMITED LIABILITY  
COMPANY**

By: 

Name: David 3 Blackburn  
Title: Manager

**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:

**BLACKBURN HOMES, LLC, A MISSISSIPPI 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 (subject to the remaining terms hereof) temporary access and construction easement ("TCE" or "Easement") across a 60 foot width area upon and across the property of Grantor, which is more particularly described on Exhibit "A" and Exhibit "B", attached hereto and incorporated herein by reference ("Easement Property"), together with rights of ingress and egress on the property of the Grantor on terms and with notification as outlined in this agreement if necessary to access the TCE. Grantor and Grantee may jointly be referred to by "the parties."

TO HAVE AND TO HOLD the same onto Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below. *Grantor does hereby covenant and agree to WARRANT AND DEFEND title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof to the extent that such claim arises by, through, or under Grantor.* Grantor's obligations to warrant and defend title, and all of Grantee's rights herein, are subject to the exceptions noted in Schedule B(s) of the Commitments For Title Insurance T-7, issued by Title Resources Guaranty Company, all being effective date of January 25, 2024 on the subject properties hereto.

**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) "Grantor" shall include Grantor's heirs, successors and assigns who at any time own any interest in the underlying property of the conveyance and are subject to the terms of this agreement.
- (b) "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.
- (c) "Public infrastructure" shall mean water, reclaimed water and/or wastewater pipelines and associated appurtenances to be constructed by the Grantee or its agents, contractors and assigns.

2. *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; 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 in an encroachment agreement), 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. Without limitation on what constitutes unreasonable interference with the rights of Grantee, it is agreed that each determination of what constitutes unreasonable interference shall be made based on the scope of construction work Grantee has remaining to be performed and when Grantee plans to perform that work.

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 and Grantor's successors and assigns, subject to all the terms hereof. The Easement rights of use granted to Grantee herein are irrevocable until the termination of the TCE in accordance with the terms of this Agreement herein. The rights of use granted to Grantor herein in number 2, above, are irrevocable. Notwithstanding anything herein to the contrary, it is agreed that all the rights granted to Grantee hereunder are subject to the following, each of which must be satisfied for Grantee to have rights hereunder, and each of

which are hereby granted, conveyed, promised, and assured to Grantor by Grantee:

- (a) Before Grantee commences its work described in Section 5, Grantee shall install temporary fence (6' chain link) and otherwise secure its work site so as to protect against persons and horses, cattle, and other animals entering into Grantee's work areas.
  - (b) Indemnity/Compliance with Laws. To the extent not considered a "debt" within the meaning of Article XI, Section 7 of the Texas Constitution and otherwise permitted under applicable laws in the State of Texas, Grantee shall indemnify and hold Grantor harmless from any loss, cost, damage or expense arising from material physical damage to the Easement Property, or any other of Grantor's lands adjoining the Easement Property, or claims for personal injuries to or death of any person occurring as a result of actions of Grantee in the use of or the access of the Easement Property by Grantee, its agents, employees, contractors or invitees.
  - (c) The Grantee shall require its contractors to name Grantor as an additional insured on the contractors' insurance policies required under the Grantee's contracts with those contractors.
4. *Purpose of Easement.* The Easement shall be used to facilitate the construction of a Public underground raw water line infrastructure, which shall include use of the Easement Property for access, construction staging and storage, but only those just-described activities. In particular, the Easement is to allow Grantee to install the following: a 42-inch inch raw water transmission line.
5. *Term.* The sixty (60) foot TCE granted herein shall terminate automatically upon the earlier of: a) completion of the construction of the Public infrastructure included in Grantee's Public infrastructure project or, b) November 30, 2026. However, because of the total scope of Grantee's Public Infrastructure project, Grantee promises to consider terminating this TCE as soon as reasonably possible in light of the work on this property having been completed.
6. *Use, Maintenance and Restoration of Easement Property.*
- a. Grantee has the right to remove or relocate any encroachments into the Easement Property as necessary to utilize the same for the purpose of this Easement. Provided, however, the term "encroachments" does not include trees with a caliper width of eight (8) inches or more, save and except the following. The Grantor and Grantee agree that Grantee shall remove the tree tagged and identified as number 746 on the construction plans. Only



the tree tagged and identified as number 747 shall be protected. Trees that meet the minimum size standard above shall be identified on the construction plans by the Grantee's contractor during the Grantee's use of the TCE. If any of the trees to be protected in the TCE are destroyed by the contractor, the Grantee shall pay Grantor damages of \$100 per caliber inch for each tree destroyed.

b. Within 180 days of completion of construction of the raw water line in the permanent easement tract or upon the occurrence of any subsequent maintenance or repair resulting from the disturbance of the surface of the Easement Property, Grantee will repair and fill all disturbances to the soil, repair and/or replace any fencing damaged during the use of the Easement Property by Grantee, remove all debris, and restore, as nearly as possible the surface of the TCE to its condition prior to commencement of construction in the permanent easement tract. The restoration set forth herein will be performed as required by this Agreement and in compliance with federal, state and local laws and ordinances.

c. Grantee shall perform revegetation with perennial grasses on all disturbed areas within the Easement Property. Revegetation shall be deemed established and complete when the grass has grown at least 2 inches high and covers 95% of the TCE area, provided no bare spots larger than 16 square feet exist within the Easement Property. Turf reinforced mat materials or other processes superior to such materials will be used for slopes greater than 25% to stabilize the soil and promote revegetation.

7. *Equitable Rights of Enforcement.* The rights granted, conveyed, confirmed, and agreed under this agreement 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, or breach, apparent breach, or threatened breach, 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.
8. *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.
9. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

10. *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.
11. *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.
12. *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.
13. *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. Subject to the limitations established by law, each party shall take all actions necessary to assure that each obtains the benefits called for in the Temporary Construction Easement Purchase Agreement executed in relation hereto.
14. *Integration.* Subject to Sections 3 and 16 hereof, this agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. Subject to Sections 3 and 16 hereof, the parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.
15. *Legal Construction.* Any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement; however, it is agreed that the rights and obligations set out in Sections 3 and 4 are fundamental to the parties' 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.



16. *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.
17. *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.
18. *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.
19. *Assignability.* The Easement may be assigned by either party, without the prior written consent of the other.

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

**GRANTOR:**

**BLACKBURN HOMES, LLC, A  
MISSISSIPPI LIMITED LIABILITY  
COMPANY**

By: \_\_\_\_\_

THE STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, a Notary Public, on this day personally appeared \_\_\_\_\_, \_\_\_\_\_ of **BLACKBURN HOMES, LLC, A MISSISSIPPI 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.

(seal)

\_\_\_\_\_  
Notary Public Signature

Exhibit "A-1"



**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:

Norma Martinez  
Real Estate Manager  
City of Pflugerville  
Public Works Complex  
P.O. Box 589  
Pflugerville, Texas 78691

EXHIBIT "A"

1.034 Acre TCE  
Temporary Construction Easement  
Mariguita Castro Survey No. 50, Abstract No. 160  
Travis County, Texas

DESCRIPTION FOR A 1.034 ACRE  
TEMPORARY CONSTRUCTION EASEMENT

DESCRIPTION OF A 1.034 ACRE (45,057 SQUARE FOOT) EASEMENT CONSISTING OF TWO PARTS, OUT OF THE MARIGUITA CASTRO SURVEY NO. 50, ABSTRACT NO. 160, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THOSE TRACTS DESCRIBED AS 16.357 ACRES (TRACT 3 – EXHIBIT "A-2) AND 8.771 ACRES (TRACT 5 – EXHIBIT "A-4") CONVEYED TO BLACKBURN HOMES, LLC BY SPECIAL WARRANTY DEED DATED JANUARY 21, 2022, AS RECORDED IN DOCUMENT NO. 2022014208, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 1.034 ACRE EASEMENT BEING MORE PARTICULARLY DESCRIBED IN TWO PARTS BY METES AND BOUNDS AS FOLLOWS:

PART 1 0.9799 ACRE

BEGINNING at a calculated point at the southwest corner of this easement, being in the south line of said 16.357 acre Blackburn Homes tract, and the existing north right-of-way line of Gregg Lane (varying width), from which a 1/2-inch iron rod with "B&G Survey Inc" cap found at the southwest corner of said 16.357 acre Blackburn Homes tract, being in the existing north right-of-way line of Gregg Lane, bears North 62°35'09" West 1,082.37 feet, said POINT OF BEGINNING having Surface Coordinates of N=10,114,538.68, E=3,155,131.49;

THENCE, along the west line of this easement, crossing said 16.357 acre and said 8.771 acre Blackburn Homes tracts, the following three (3) courses, numbered 1 through 3:

- 1) **North 37°19'04" East 101.51 feet** to a calculated point,
- 2) **South 62°35'09" East 377.17 feet** to a calculated point, and
- 3) **North 25°53'43" East 209.40 feet** to a calculated point at the northwest corner of this easement;



- 4) THENCE, along the north line of this easement, crossing said 8.771 acre Blackburn Homes tract, **North 85°54'46" East 70.12 feet** to a calculated point at the northeast corner of this easement, being in the west line of a 40 foot waterline easement recorded in Document No. 2004057115, Official Public Records, Travis County, Texas, from which a 5/8-inch iron rod found in the east line of said 8.771 acre Blackburn Homes tract and said 40 foot waterline easement, being in the west line of that tract of land described as 9.70 acres (Exhibit "A") conveyed to Regina Mater, Inc. by Gift Deed, as recorded in Document No. 2019205826, Official Public Records, Travis County, Texas, bears South 39°12'28" East 43.29 feet, and also from which a 5/8-inch iron rod found at the southeast corner of said 16.357 acre Blackburn Homes tract, and the southwest corner of said 9.70 acre Regina Mater tract, being in the existing north right-of-way line of Gregg Lane, bears South 39°12'28" East 43.29 feet, and South 25°53'43" West 328.90 feet;

THENCE, along the east line of this easement, and the west line of said 40 foot waterline easement, crossing said 8.771 acre and 16.357 acre Blackburn Homes tracts, the following four (4) courses, numbered 5 through 8:

- 5) **South 28°19'04" West 17.39 feet** to a calculated point,
- 6) **South 25°53'43" West 288.67 feet** to a calculated point,
- 7) **North 62°35'09" West 388.35 feet** to a calculated point, and
- 8) **South 37°19'04" West 40.61 feet** to a calculated point at the southeast corner of this easement, and the southwest corner of said 40 foot waterline easement, being in the south line of said 16.357 acre Blackburn Homes tract, and the existing north right-of-way line of Gregg Lane;
- 9) THENCE, along the south line of this easement and said 16.357 acre Blackburn Homes tract, and the existing north right-of-way line of Gregg Lane, **North 62°35'09" West 60.91 feet** to the POINT OF BEGINNING and containing 0.9799 of one acre (42,683 square feet) of land within these metes and bounds.

PART 2 0.0545 ACRE

BEGINNING at a calculated point at the northeast corner of this easement, being in the west line of said 40 foot waterline easement, also being in the north line of said 8.771 acre Blackburn Homes tract, and the south line of the remainder of that tract described as 99.40 acres conveyed to Jack W. Gullahorn and wife, Patricia H. Gullahorn by Warranty Deed with Vendor's Lien, as recorded in Volume 7653, Page 686, Deed Records, Travis County, Texas, from which a 1/2-inch iron rod found in the east line of said 8.771 acre Blackburn Homes tract, being southwest corner of that tract described as 24.36 acres conveyed to Hans Lillejord and Marleta Lillejord by Warranty Deed, as recorded in Document No. 1999139797, Official Public Records, Travis County, Texas, and the northwest corner of said 9.70 acre Regina Mater tract, bears South 61°43'24" East 40.00 feet, and South 28°21'51" West 291.10 feet, said POINT OF BEGINNING having Surface Coordinates of N=10,115,225.38, E=3,156,005.40;

- 1) THENCE, along the east line of this easement, and the west line of said 40 foot waterline easement, crossing said 8.771 acre Blackburn Homes tract, **South 28°21'51" West 39.62 feet** to a calculated point at the southeast corner of this easement;
- 2) THENCE, along the south line of this easement, crossing said 8.771 acre Blackburn Homes tract, **North 61°38'09" West 60.00 feet** to a calculated point at the southwest corner of this easement;
- 3) TENCE, along the west line of this easement, crossing said 8.771 acre Blackburn Homes tract, **North 28°21'51" East 39.52 feet** to a calculated point at the northwest corner of this easement, being in the north line of said 8.771 acre Blackburn Homes tract, and the south line of the remainder of said 99.40 acre Gullahorn tract;



1.034 Acre TCE

- 4) THENCE, along the north line of this easement, and said 8.771 acre Blackburn Homes tract, and the south line of the remainder of said 99.40 acre Gullahorn tract, **South 61°43'24" East 60.00 feet** to the POINT OF BEGINNING and containing 0.0545 of one acre (2,374 square feet) of land within these metes and bounds.

PART 1 0.9799 Ac. 42,683 Sq. Ft.

PART 2 0.0545 Ac. 2,374 Sq. Ft.

**TOTAL 1.034 Ac. 45,057 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



12/06/2022

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\1.034 Ac Blackburn Homes

Issued 12/06/2022

AUSTIN GRID Q-32

TCAD# 0251410107

**SKETCH TO ACCOMPANY DESCRIPTION  
OF 1.034 AC. OR 45,057 SQ. FT. OF LAND OUT OF  
THE MARIGUITA CASTRO SURVEY NO. 50, ABSTRACT NO. 160  
AUSTIN, TRAVIS COUNTY, TEXAS**

**SCALE 1" = 200'**

| LINE TABLE |             |          |
|------------|-------------|----------|
| LINE#      | BEARING     | DISTANCE |
| L8         | S28°21'51"W | 39.62'   |
| L9         | N61°38'09"W | 60.00'   |
| L10        | N28°21'51"E | 39.52'   |
| L11        | S61°43'24"E | 60.00'   |
| L12        | S61°43'24"E | 40.00'   |
| L13        | S39°12'28"E | 43.29'   |

MARIGUITA CASTRO SURVEY  
SURVEY NO. 50  
ABSTRACT NO. 160

JACK W. GULLAHORN  
AND WIFE,  
PATRICIA H. GULLAHORN  
VOL. 7653, PG. 686  
D.R.T.C.T.  
(99.40 ACRES)  
DECEMBER 23, 1981  
REMAINDER

P.O.B. PART 2  
SURFACE COORDINATES  
N=10,115,225.38  
E=3,156,005.40

PART 2  
TEMPORARY  
CONSTRUCTION  
EASEMENT  
0.0545 AC. OR  
2,374 SQ. FT.

HANS LILLEJORD  
AND  
MARLETA LILLEJORD  
DOC. NO. 1999139797  
O.P.R.T.C.T.  
(24.36 ACRES)  
NOVEMBER 5, 1999

BLACKBURN HOMES, LLC  
DOC. NO. 2022014208  
O.P.R.T.C.T.  
(TRACT 3 - 16.357 ACRES)  
EXHIBIT "A-2"  
JANUARY 21, 2022

40' WATERLINE EASEMENT  
DOC. NO. 2004057115  
O.P.R.T.C.T.

BLACKBURN HOMES, LLC  
DOC. NO. 2022014208  
O.P.R.T.C.T.  
(TRACT 5 - 8.771 ACRES)  
EXHIBIT "A-4"  
JANUARY 21, 2022

REGINA MATER, INC.  
DOC. NO. 2019205826  
O.P.R.T.C.T.  
EXHIBIT A  
(9.70 ACRES)  
DECEMBER 30, 2019

P.O.B. PART 1  
SURFACE COORDINATES  
N=10,114,538.68  
E=3,155,131.49

PART 1  
TEMPORARY  
CONSTRUCTION  
EASEMENT  
0.9799 AC. OR  
42,683 SQ. FT.

"B&G SURVEY INC"  
(N62°34'40"W)  
(1,580.51')  
N62°35'09"W  
1,082.37'  
EXISTING R.O.W.  
EXISTING R.O.W.

| LINE TABLE |             |          |
|------------|-------------|----------|
| LINE#      | BEARING     | DISTANCE |
| L1         | N37°19'04"E | 101.51'  |
| L2         | N25°53'43"E | 209.40'  |
| L3         | N85°54'46"E | 70.12'   |
| L4         | S28°19'04"W | 17.39'   |
| L5         | S25°53'43"W | 288.67'  |
| L6         | S37°19'04"W | 40.61'   |
| L7         | N62°35'09"W | 60.91'   |

S62°35'09"E 377.17'  
N62°35'09"W 388.35'  
(VARIABLE R.O.W. WIDTH)  
GREGG LANE  
40' WATERLINE EASEMENT  
DOC. NO. 2004057115  
O.P.R.T.C.T.

**LEGEND**

- 1/2" IRON ROD FOUND (UNLESS NOTED)
- ⊙ 1/2" IRON ROD WITH CAP 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
- P.O.B. POINT OF BEGINNING
- ℙ PROPERTY LINE
- R.O.W. RIGHT OF WAY
- DISTANCE NOT TO SCALE
- (.....) RECORD INFORMATION

**NOTES:**

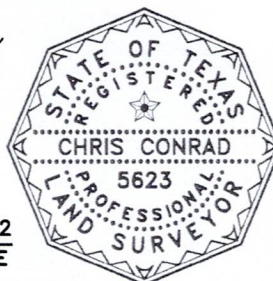
- THIS PROJECT IS REFERENCED, FOR ALL BEARING AND COORDINATE BASIS, TO THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010.00. COORDINATES SHOWN HEREON ARE SURFACE COORDINATES AND CAN BE CONVERTED TO GRID BY DIVIDING BY A COMBINED SCALE FACTOR OF 1.000070.
- THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE COMMITMENT PREPARED BY TITLE RESOURCES GUARANTY COMPANY G.F. NO. 2231901-KFO, EFFECTIVE DATE JULY 28, 2022; G.F. NO. 2231905-KFO, EFFECTIVE DATE JULY 28, 2022.

*Chris Conrad*

12/06/2022

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\Draw\Parcels\Blackburn Homes TCE-1.dwg



TCAD# 0251410147

ISSUED: 12-06-2022

SURVEYED BY:

PAGE 5 OF 5

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

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

AUSTIN GRID Q-32

JOB NO.: 22-009



EXHIBIT "B"

1.379 Acre TCE  
Temporary Construction Easement  
Mariguita Castro Survey No. 50, Abstract No. 160  
Travis County, Texas

DESCRIPTION FOR A 1.379 ACRE  
TEMPORARY CONSTRUCTION EASEMENT

DESCRIPTION OF A 1.379 ACRE (60,053 SQUARE FOOT) EASEMENT, OUT OF THE MARIGUITA CASTRO SURVEY NO. 50, ABSTRACT NO. 160, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 8.415 ACRES (TRACT 1 – EXHIBIT "A-1") CONVEYED TO BLACKBURN HOMES, LLC BY SPECIAL WARRANTY DEED DATED JANUARY 21, 2022, AS RECORDED IN DOCUMENT NO. 2022014208, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 1.379 ACRE EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point at the northeast corner of this easement, and the northwest corner of a 40 foot waterline easement recorded in Document No. 2004057115, Official Public Records, Travis County, Texas, being in the north line of said 8.415 acre Blackburn Homes tract, and the south line of that tract described as 284.920 acres ("Exhibit A") conveyed to Vanterra Capital Group, LLC by Special Warranty Deed, as recorded in Document No. 2020225668, Official Public Records, Travis County, Texas, from which a 1/2-inch iron rod found at the northeast corner of said 8.415 acre Blackburn Homes tract, and the southeast corner of said 284.920 acre Vanterra Capital Group tract, being in the west line of that tract described as 57.60 acres conveyed to Bishops Field, L.P. by Warranty Deed with Vendor's Lien, as recorded in Document No. 2000102357, Official Public Records, Travis County, Texas, bears South 62°16'42" East 40.00 feet, and also from which a 1/2-inch iron rod with "All Points" cap found at the northwest corner of said 57.60 acre Bishops Field tract, being in the east line of said 284.920 acre Vanterra Capital Group tract, bears South 62°16'42" East 40.00 feet, and North 28°17'54" East 775.95 feet, said POINT OF BEGINNING having Surface Coordinates of N=10,116,742.14, E=3,156,824.28;

- 1) THENCE, along the east line of this easement, and the west line of said 40 waterline easement, crossing said 8.415 acre Blackburn Homes tract, **South 28°21'51" West 1,008.97 feet** to a calculated point at the southeast corner of this easement, being in the west line of said 8.415 acre Blackburn Homes tract, and the east line of the remainder of that tract described as 99.40 acres conveyed to Jack W. Gullahorn and wife, Patricia H. Gullahorn by Warranty Deed with Vendor's Lien, as recorded in Volume 7653, Page 686, Deed Records, Travis County, Texas;

1.379 Acre TCE

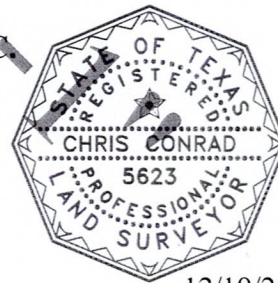
- 2) THENCE, along the south line of this easement, being the west line of said 8.415 acre Blackburn Homes tract, and the east line of the remainder of said 99.40 acre Gullahorn tract, **North 47°08'59" West 61.97 feet** to a calculated point at the southwest corner of this easement;
- 3) THENCE, along the west line of this easement, crossing said 8.415 acre Blackburn Homes tract, **North 28°21'51" East 992.80 feet** to a calculated point at the northwest corner of this easement, being in the north line of said 8.415 acre Blackburn Homes tract, and the south line of said 284.920 acre Vanterra Capital Group tract;
- 4) THENCE, along the north line of this easement, and said 8.415 acre Blackburn Homes tract, and the south line of said 284.920 acre Vanterra Capital Group tract, **South 62°16'42" East 60.00 feet** to the POINT OF BEGINNING and containing 1.379 acres (60,053 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 cursive script, appearing to read "Chris Conrad".

12/19/2022

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

Note: There is a plat to accompany this description.

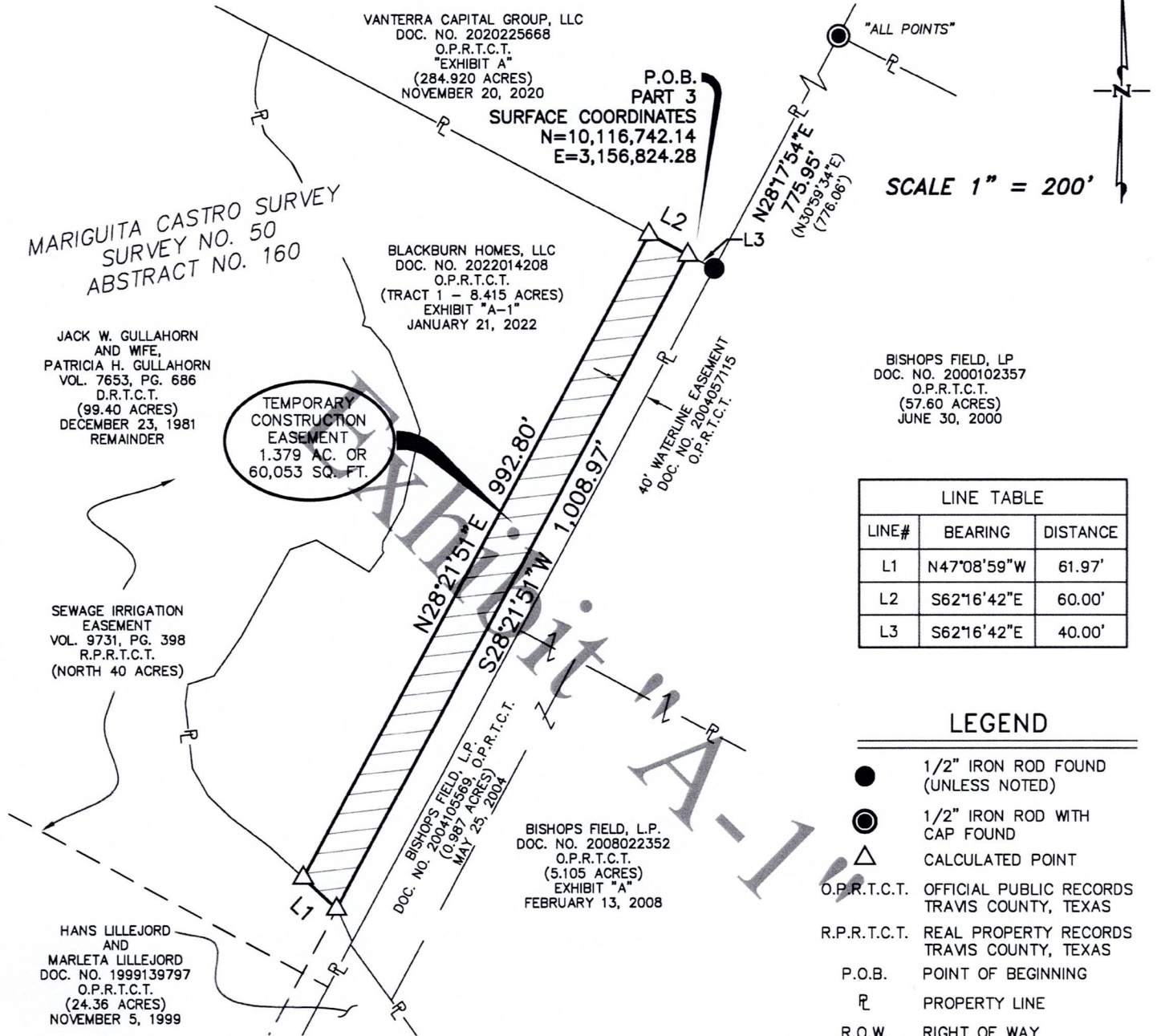
M:\F&N~22-009~Pville Raw Water Line\Description\1.379 Ac Blackburn Homes

Issued 12/19/2022

AUSTIN GRID Q-32  
TCAD# 0252460101



**SKETCH TO ACCOMPANY DESCRIPTION  
OF 1.379 AC. OR 60,053 SQ. FT. OF LAND OUT OF  
THE MARIGUITA CASTRO SURVEY NO. 50, ABSTRACT NO. 160  
AUSTIN, TRAVIS COUNTY, TEXAS**



| LINE TABLE |             |          |
|------------|-------------|----------|
| LINE#      | BEARING     | DISTANCE |
| L1         | N47°08'59"W | 61.97'   |
| L2         | S62°16'42"E | 60.00'   |
| L3         | S62°16'42"E | 40.00'   |

- LEGEND**
- 1/2" IRON ROD FOUND (UNLESS NOTED)
  - ⊙ 1/2" IRON ROD WITH CAP 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
  - P.O.B. POINT OF BEGINNING
  - ℙ PROPERTY LINE
  - R.O.W. RIGHT OF WAY
  - DISTANCE NOT TO SCALE
  - (.....) RECORD INFORMATION

**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 PERFORMED WITH THE BENEFIT OF A TITLE COMMITMENT PREPARED BY TITLE RESOURCES GUARANTY COMPANY G.F. NO. 2231920-KFO, EFFECTIVE DATE AUGUST 2, 2022.

*Chris Conrad*



TCAD# 0252460101 ISSUED: 12-19-2022  
SURVEYED BY: PAGE 3 OF 3

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

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

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:

**BLACKBURN HOMES, LLC, A MISSISSIPPI 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 (subject to the remaining terms hereof) temporary access and construction easement ("TCE" or "Easement") across a 60 foot width area upon and across the property of Grantor, which is more particularly described on Exhibit "A" and Exhibit "B", attached hereto and incorporated herein by reference ("Easement Property"), together with rights of ingress and egress on the property of the Grantor on terms and with notification as outlined in this agreement if necessary to access the TCE. Grantor and Grantee may jointly be referred to by "the parties."

TO HAVE AND TO HOLD the same onto Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below. *Grantor does hereby covenant and agree to WARRANT AND DEFEND title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof to the extent that such claim arises by, through, or under Grantor.* Grantor's obligations to warrant and defend title, and all of Grantee's rights herein, are subject to the exceptions noted in Schedule B(s) of the Commitments For Title Insurance T-7, issued by Title Resources Guaranty Company, all being effective date of January 25, 2024 on the subject properties hereto.

**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) "Grantor" shall include Grantor's heirs, successors and assigns who at any time own any interest in the underlying property of the conveyance and are subject to the terms of this agreement.
- (b) "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.
- (c) "Public infrastructure" shall mean water, reclaimed water and/or wastewater pipelines and associated appurtenances to be constructed by the Grantee or its agents, contractors and assigns.

2. *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; 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 in an encroachment agreement), 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. Without limitation on what constitutes unreasonable interference with the rights of Grantee, it is agreed that each determination of what constitutes unreasonable interference shall be made based on the scope of construction work Grantee has remaining to be performed and when Grantee plans to perform that work.

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 and Grantor's successors and assigns, subject to all the terms hereof. The Easement rights of use granted to Grantee herein are irrevocable until the termination of the TCE in accordance with the terms of this Agreement herein. The rights of use granted to Grantor herein in number 2, above, are irrevocable. Notwithstanding anything herein to the contrary, it is agreed that all the rights granted to Grantee hereunder are subject to the following, each of which must be satisfied for Grantee to have rights hereunder, and each of



which are hereby granted, conveyed, promised, and assured to Grantor by Grantee:

- (a) Before Grantee commences its work described in Section 5, Grantee shall install temporary fence (6' chain link) and otherwise secure its work site so as to protect against persons and horses, cattle, and other animals entering into Grantee's work areas.
  - (b) Indemnity/Compliance with Laws. To the extent not considered a "debt" within the meaning of Article XI, Section 7 of the Texas Constitution and otherwise permitted under applicable laws in the State of Texas, Grantee shall indemnify and hold Grantor harmless from any loss, cost, damage or expense arising from material physical damage to the Easement Property, or any other of Grantor's lands adjoining the Easement Property, or claims for personal injuries to or death of any person occurring as a result of actions of Grantee in the use of or the access of the Easement Property by Grantee, its agents, employees, contractors or invitees.
  - (c) The Grantee shall require its contractors to name Grantor as an additional insured on the contractors' insurance policies required under the Grantee's contracts with those contractors.
- 4. *Purpose of Easement.* The Easement shall be used to facilitate the construction of a Public underground raw water line infrastructure, which shall include use of the Easement Property for access, construction staging and storage, but only those just-described activities. In particular, the Easement is to allow Grantee to install the following: a 42-inch inch raw water transmission line.
- 5. *Term.* The sixty (60) foot TCE granted herein shall terminate automatically upon the earlier of: a) completion of the construction of the Public infrastructure included in Grantee's Public infrastructure project or, b) November 30, 2026. However, because of the total scope of Grantee's Public Infrastructure project, Grantee promises to consider terminating this TCE as soon as reasonably possible in light of the work on this property having been completed.
- 6. *Use, Maintenance and Restoration of Easement Property.*
  - a. Grantee has the right to remove or relocate any encroachments into the Easement Property as necessary to utilize the same for the purpose of this Easement. Provided, however, the term "encroachments" does not include trees with a caliper width of eight (8) inches or more, save and except the following. The Grantor and Grantee agree that Grantee shall remove the tree tagged and identified as number 746 on the construction plans. Only

the tree tagged and identified as number 747 shall be protected. Trees that meet the minimum size standard above shall be identified on the construction plans by the Grantee's contractor during the Grantee's use of the TCE. If any of the trees to be protected in the TCE are destroyed by the contractor, the Grantee shall pay Grantor damages of \$100 per caliber inch for each tree destroyed.

b. Within 180 days of completion of construction of the raw water line in the permanent easement tract or upon the occurrence of any subsequent maintenance or repair resulting from the disturbance of the surface of the Easement Property, Grantee will repair and fill all disturbances to the soil, repair and/or replace any fencing damaged during the use of the Easement Property by Grantee, remove all debris, and restore, as nearly as possible the surface of the TCE to its condition prior to commencement of construction in the permanent easement tract. The restoration set forth herein will be performed as required by this Agreement and in compliance with federal, state and local laws and ordinances.

c. Grantee shall perform revegetation with perennial grasses on all disturbed areas within the Easement Property. Revegetation shall be deemed established and complete when the grass has grown at least 2 inches high and covers 95% of the TCE area, provided no bare spots larger than 16 square feet exist within the Easement Property. Turf reinforced mat materials or other processes superior to such materials will be used for slopes greater than 25% to stabilize the soil and promote revegetation.

7. *Equitable Rights of Enforcement.* The rights granted, conveyed, confirmed, and agreed under this agreement 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, or breach, apparent breach, or threatened breach, 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.
8. *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.
9. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.




10. *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.
11. *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.
12. *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.
13. *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. Subject to the limitations established by law, each party shall take all actions necessary to assure that each obtains the benefits called for in the Temporary Construction Easement Purchase Agreement executed in relation hereto.
14. *Integration.* Subject to Sections 3 and 16 hereof, this agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. Subject to Sections 3 and 16 hereof, the parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.
15. *Legal Construction.* Any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement; however, it is agreed that the rights and obligations set out in Sections 3 and 4 are fundamental to the parties' 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.

16. *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.
17. *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.
18. *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.
19. *Assignability.* The Easement may be assigned by either party, without the prior written consent of the other.

IN WITNESS WHEREOF, this instrument is executed this 11<sup>th</sup> day of April 2024.

**GRANTOR:**

**BLACKBURN HOMES, LLC, A  
MISSISSIPPI LIMITED LIABILITY  
COMPANY**

By:   
Name: David S Blackburn  
Title: Manager



THE STATE OF MS §  
COUNTY OF Lafayette §

BEFORE ME, a Notary Public, on this day personally appeared David B. Blackburn, Manager of **BLACKBURN HOMES, LLC, A MISSISSIPPI 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 15th  
day of April 2024.

Natasha G. Loyd  
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:**

Norma Martinez  
Real Estate Manager  
City of Pflugerville  
Public Works Complex  
P.O. Box 589  
Pflugerville, Texas 78691



EXHIBIT "A"

1.034 Acre TCE  
Temporary Construction Easement  
Mariguita Castro Survey No. 50, Abstract No. 160  
Travis County, Texas

DESCRIPTION FOR A 1.034 ACRE  
TEMPORARY CONSTRUCTION EASEMENT

DESCRIPTION OF A 1.034 ACRE (45,057 SQUARE FOOT) EASEMENT CONSISTING OF TWO PARTS, OUT OF THE MARIGUITA CASTRO SURVEY NO. 50, ABSTRACT NO. 160, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THOSE TRACTS DESCRIBED AS 16.357 ACRES (TRACT 3 – EXHIBIT "A-2) AND 8.771 ACRES (TRACT 5 – EXHIBIT "A-4") CONVEYED TO BLACKBURN HOMES, LLC BY SPECIAL WARRANTY DEED DATED JANUARY 21, 2022, AS RECORDED IN DOCUMENT NO. 2022014208, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 1.034 ACRE EASEMENT BEING MORE PARTICULARLY DESCRIBED IN TWO PARTS BY METES AND BOUNDS AS FOLLOWS:

PART 1 0.9799 ACRE

BEGINNING at a calculated point at the southwest corner of this easement, being in the south line of said 16.357 acre Blackburn Homes tract, and the existing north right-of-way line of Gregg Lane (varying width), from which a 1/2-inch iron rod with "B&G Survey Inc" cap found at the southwest corner of said 16.357 acre Blackburn Homes tract, being in the existing north right-of-way line of Gregg Lane, bears North 62°35'09" West 1,082.37 feet, said POINT OF BEGINNING having Surface Coordinates of N=10,114,538.68, E=3,155,131.49;

THENCE, along the west line of this easement, crossing said 16.357 acre and said 8.771 acre Blackburn Homes tracts, the following three (3) courses, numbered 1 through 3:

- 1) **North 37°19'04" East 101.51 feet** to a calculated point,
- 2) **South 62°35'09" East 377.17 feet** to a calculated point, and
- 3) **North 25°53'43" East 209.40 feet** to a calculated point at the northwest corner of this easement;

- 4) THENCE, along the north line of this easement, crossing said 8.771 acre Blackburn Homes tract, **North 85°54'46" East 70.12 feet** to a calculated point at the northeast corner of this easement, being in the west line of a 40 foot waterline easement recorded in Document No. 2004057115, Official Public Records, Travis County, Texas, from which a 5/8-inch iron rod found in the east line of said 8.771 acre Blackburn Homes tract and said 40 foot waterline easement, being in the west line of that tract of land described as 9.70 acres (Exhibit "A") conveyed to Regina Mater, Inc. by Gift Deed, as recorded in Document No. 2019205826, Official Public Records, Travis County, Texas, bears South 39°12'28" East 43.29 feet, and also from which a 5/8-inch iron rod found at the southeast corner of said 16.357 acre Blackburn Homes tract, and the southwest corner of said 9.70 acre Regina Mater tract, being in the existing north right-of-way line of Gregg Lane, bears South 39°12'28" East 43.29 feet, and South 25°53'43" West 328.90 feet;

THENCE, along the east line of this easement, and the west line of said 40 foot waterline easement, crossing said 8.771 acre and 16.357 acre Blackburn Homes tracts, the following four (4) courses, numbered 5 through 8:

- 5) **South 28°19'04" West 17.39 feet** to a calculated point,
- 6) **South 25°53'43" West 288.67 feet** to a calculated point,
- 7) **North 62°35'09" West 388.35 feet** to a calculated point, and
- 8) **South 37°19'04" West 40.61 feet** to a calculated point at the southeast corner of this easement, and the southwest corner of said 40 foot waterline easement, being in the south line of said 16.357 acre Blackburn Homes tract, and the existing north right-of-way line of Gregg Lane;
- 9) THENCE, along the south line of this easement and said 16.357 acre Blackburn Homes tract, and the existing north right-of-way line of Gregg Lane, **North 62°35'09" West 60.91 feet** to the POINT OF BEGINNING and containing 0.9799 of one acre (42,683 square feet) of land within these metes and bounds.



PART 2 0.0545 ACRE

BEGINNING at a calculated point at the northeast corner of this easement, being in the west line of said 40 foot waterline easement, also being in the north line of said 8.771 acre Blackburn Homes tract, and the south line of the remainder of that tract described as 99.40 acres conveyed to Jack W. Gullahorn and wife, Patricia H. Gullahorn by Warranty Deed with Vendor's Lien, as recorded in Volume 7653, Page 686, Deed Records, Travis County, Texas, from which a 1/2-inch iron rod found in the east line of said 8.771 acre Blackburn Homes tract, being southwest corner of that tract described as 24.36 acres conveyed to Hans Lillejord and Marleta Lillejord by Warranty Deed, as recorded in Document No. 1999139797, Official Public Records, Travis County, Texas, and the northwest corner of said 9.70 acre Regina Mater tract, bears South 61°43'24" East 40.00 feet, and South 28°21'51" West 291.10 feet, said POINT OF BEGINNING having Surface Coordinates of N=10,115,225.38, E=3,156,005.40;

- 1) THENCE, along the east line of this easement, and the west line of said 40 foot waterline easement, crossing said 8.771 acre Blackburn Homes tract, **South 28°21'51" West 39.62 feet** to a calculated point at the southeast corner of this easement;
- 2) THENCE, along the south line of this easement, crossing said 8.771 acre Blackburn Homes tract, **North 61°38'09" West 60.00 feet** to a calculated point at the southwest corner of this easement;
- 3) TENCE, along the west line of this easement, crossing said 8.771 acre Blackburn Homes tract, **North 28°21'51" East 39.52 feet** to a calculated point at the northwest corner of this easement, being in the north line of said 8.771 acre Blackburn Homes tract, and the south line of the remainder of said 99.40 acre Gullahorn tract;

1.034 Acre TCE

- 4) THENCE, along the north line of this easement, and said 8.771 acre Blackburn Homes tract, and the south line of the remainder of said 99.40 acre Gullahorn tract, **South 61°43'24" East 60.00 feet** to the POINT OF BEGINNING and containing 0.0545 of one acre (2,374 square feet) of land within these metes and bounds.

PART 1 0.9799 Ac. 42,683 Sq. Ft.

PART 2 0.0545 Ac. 2,374 Sq. Ft.

**TOTAL 1.034 Ac. 45,057 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



A handwritten signature in cursive script, appearing to read "Chris Conrad".

12/06/2022

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\1.034 Ac Blackburn Homes

Issued 12/06/2022

AUSTIN GRID Q-32

TCAD# 0251410107



**SKETCH TO ACCOMPANY DESCRIPTION  
OF 1.034 AC. OR 45,057 SQ. FT. OF LAND OUT OF  
THE MARIGUITA CASTRO SURVEY NO. 50, ABSTRACT NO. 160  
AUSTIN, TRAVIS COUNTY, TEXAS**

SCALE 1" = 200'

| LINE TABLE |             |          |
|------------|-------------|----------|
| LINE#      | BEARING     | DISTANCE |
| L8         | S28°21'51"W | 39.62'   |
| L9         | N61°38'09"W | 60.00'   |
| L10        | N28°21'51"E | 39.52'   |
| L11        | S61°43'24"E | 60.00'   |
| L12        | S61°43'24"E | 40.00'   |
| L13        | S39°12'28"E | 43.29'   |

MARIGUITA CASTRO SURVEY  
SURVEY NO. 50  
ABSTRACT NO. 160

JACK W. GULLAHORN  
AND WIFE,  
PATRICIA H. GULLAHORN  
VOL. 7653, PG. 686  
D.R.T.C.T.  
(99.40 ACRES)  
DECEMBER 23, 1981  
REMAINDER

P.O.B. PART 2  
SURFACE COORDINATES  
N=10,115,225.38  
E=3,156,005.40

PART 2  
TEMPORARY  
CONSTRUCTION  
EASEMENT  
0.0545 AC. OR  
2,374 SQ. FT.

HANS LILLEJORD  
AND  
MARLETA LILLEJORD  
DOC. NO. 1999139797  
O.P.R.T.C.T.  
(24.36 ACRES)  
NOVEMBER 5, 1999

BLACKBURN HOMES, LLC  
DOC. NO. 2022014208  
O.P.R.T.C.T.  
(TRACT 3 - 16,357 ACRES)  
EXHIBIT "A-2"  
JANUARY 21, 2022

40' WATERLINE EASEMENT  
DOC. NO. 2004057115  
O.P.R.T.C.T.

BLACKBURN HOMES, LLC  
DOC. NO. 2022014208  
O.P.R.T.C.T.  
(TRACT 5 - 8,771 ACRES)  
EXHIBIT "A-4"  
JANUARY 21, 2022

PART 1  
TEMPORARY  
CONSTRUCTION  
EASEMENT  
0.9799 AC. OR  
42,683 SQ. FT.

P.O.B. PART 1  
SURFACE COORDINATES  
N=10,114,538.68  
E=3,155,131.49

REGINA MATER, INC.  
DOC. NO. 2019205826  
O.P.R.T.C.T.  
EXHIBIT A  
(9.70 ACRES)  
DECEMBER 30, 2019

**LEGEND**

- 1/2" IRON ROD FOUND (UNLESS NOTED)
- ⊙ 1/2" IRON ROD WITH CAP 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
- P.O.B. POINT OF BEGINNING
- ℙ PROPERTY LINE
- R.O.W. RIGHT OF WAY
- DISTANCE NOT TO SCALE
- (.....) RECORD INFORMATION

| LINE TABLE |             |          |
|------------|-------------|----------|
| LINE#      | BEARING     | DISTANCE |
| L1         | N37°19'04"E | 101.51'  |
| L2         | N25°53'43"E | 209.40'  |
| L3         | N85°54'46"E | 70.12'   |
| L4         | S28°19'04"W | 17.39'   |
| L5         | S25°53'43"W | 288.67'  |
| L6         | S37°19'04"W | 40.61'   |
| L7         | N62°35'09"W | 60.91'   |

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 PERFORMED WITH THE BENEFIT OF A TITLE COMMITMENT PREPARED BY TITLE RESOURCES GUARANTY COMPANY G.F. NO. 2231901-KFO, EFFECTIVE DATE JULY 28, 2022; G.F. NO. 2231905-KFO, EFFECTIVE DATE JULY 28, 2022.

*Chris Conrad*

12/06/2022

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\Blackburn Homes TCE-1.dwg



TCAD# 0251410147

ISSUED: 12-06-2022

SURVEYED BY:

PAGE 5 OF 5

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

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

AUSTIN GRID Q-32

JOB NO.: 22-009



EXHIBIT "B"

1.379 Acre TCE  
Temporary Construction Easement  
Mariguita Castro Survey No. 50, Abstract No. 160  
Travis County, Texas

DESCRIPTION FOR A 1.379 ACRE  
TEMPORARY CONSTRUCTION EASEMENT

DESCRIPTION OF A 1.379 ACRE (60,053 SQUARE FOOT) EASEMENT, OUT OF THE MARIGUITA CASTRO SURVEY NO. 50, ABSTRACT NO. 160, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 8.415 ACRES (TRACT 1 – EXHIBIT "A-1") CONVEYED TO BLACKBURN HOMES, LLC BY SPECIAL WARRANTY DEED DATED JANUARY 21, 2022, AS RECORDED IN DOCUMENT NO. 2022014208, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 1.379 ACRE EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point at the northeast corner of this easement, and the northwest corner of a 40 foot waterline easement recorded in Document No. 2004057115, Official Public Records, Travis County, Texas, being in the north line of said 8.415 acre Blackburn Homes tract, and the south line of that tract described as 284.920 acres ("Exhibit A") conveyed to Vanterra Capital Group, LLC by Special Warranty Deed, as recorded in Document No. 2020225668, Official Public Records, Travis County, Texas, from which a 1/2-inch iron rod found at the northeast corner of said 8.415 acre Blackburn Homes tract, and the southeast corner of said 284.920 acre Vanterra Capital Group tract, being in the west line of that tract described as 57.60 acres conveyed to Bishops Field, L.P. by Warranty Deed with Vendor's Lien, as recorded in Document No. 2000102357, Official Public Records, Travis County, Texas, bears South 62°16'42" East 40.00 feet, and also from which a 1/2-inch iron rod with "All Points" cap found at the northwest corner of said 57.60 acre Bishops Field tract, being in the east line of said 284.920 acre Vanterra Capital Group tract, bears South 62°16'42" East 40.00 feet, and North 28°17'54" East 775.95 feet, said POINT OF BEGINNING having Surface Coordinates of N=10,116,742.14, E=3,156,824.28;

- 1) THENCE, along the east line of this easement, and the west line of said 40 waterline easement, crossing said 8.415 acre Blackburn Homes tract, **South 28°21'51" West 1,008.97 feet** to a calculated point at the southeast corner of this easement, being in the west line of said 8.415 acre Blackburn Homes tract, and the east line of the remainder of that tract described as 99.40 acres conveyed to Jack W. Gullahorn and wife, Patricia H. Gullahorn by Warranty Deed with Vendor's Lien, as recorded in Volume 7653, Page 686, Deed Records, Travis County, Texas;



1.379 Acre TCE

- 2) THENCE, along the south line of this easement, being the west line of said 8.415 acre Blackburn Homes tract, and the east line of the remainder of said 99.40 acre Gullahorn tract, **North 47°08'59" West 61.97 feet** to a calculated point at the southwest corner of this easement;
- 3) THENCE, along the west line of this easement, crossing said 8.415 acre Blackburn Homes tract, **North 28°21'51" East 992.80 feet** to a calculated point at the northwest corner of this easement, being in the north line of said 8.415 acre Blackburn Homes tract, and the south line of said 284.920 acre Vanterra Capital Group tract;
- 4) THENCE, along the north line of this easement, and said 8.415 acre Blackburn Homes tract, and the south line of said 284.920 acre Vanterra Capital Group tract, **South 62°16'42" East 60.00 feet** to the POINT OF BEGINNING and containing 1.379 acres (60,053 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.

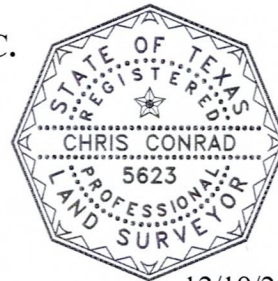
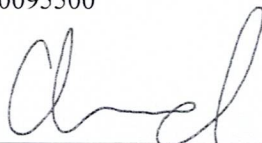
SURVEYED BY:

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

3301 Hancock Dr., Ste. 6

Austin, TX 78731 (512) 451-8591

TBPELS Survey Firm# 10095500



12/19/2022

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

Note: There is a plat to accompany this description.

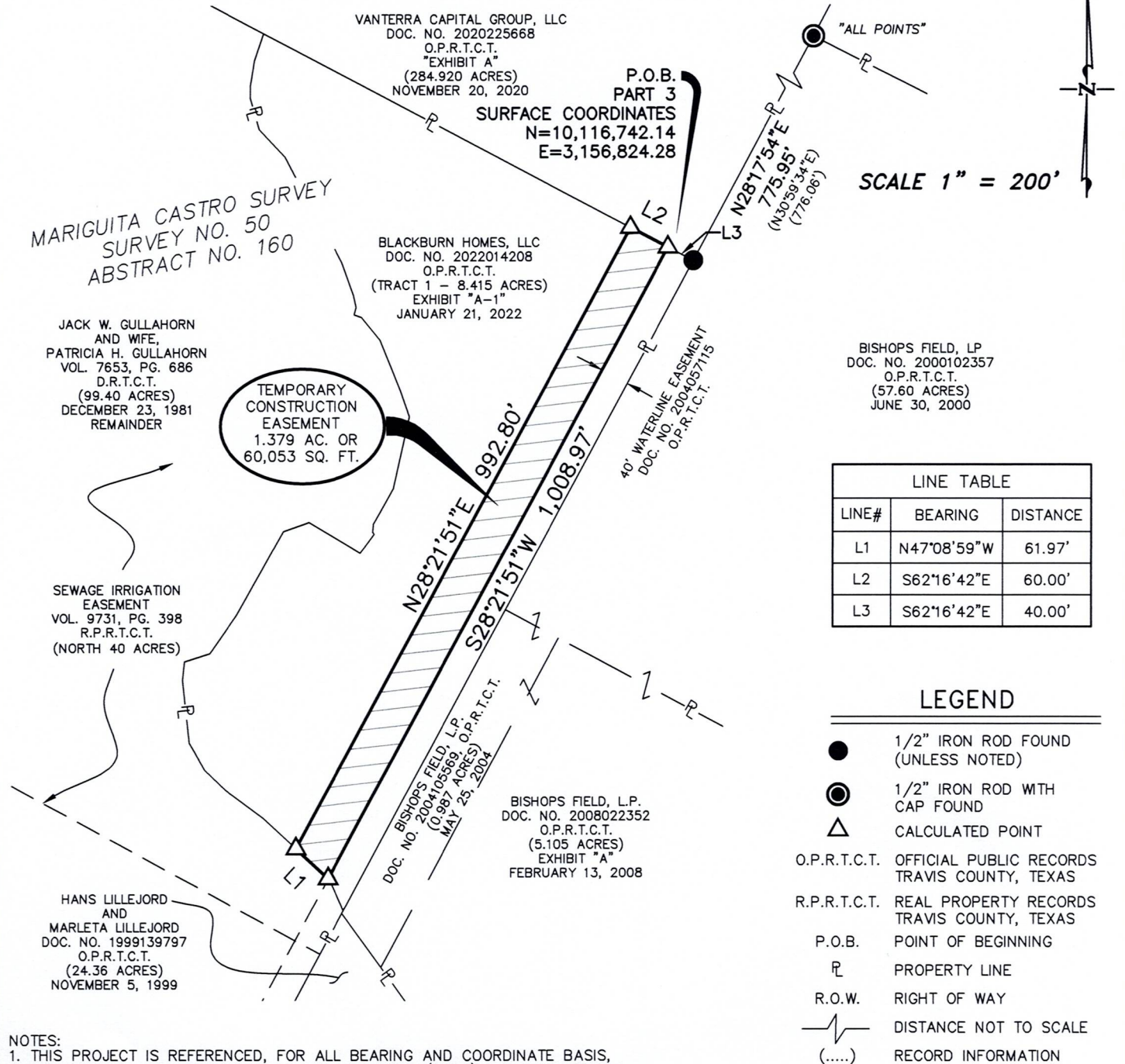
M:\F&N~22-009~Pville Raw Water Line\Description\1.379 Ac Blackburn Homes

Issued 12/19/2022

AUSTIN GRID Q-32

TCAD# 0252460101

**SKETCH TO ACCOMPANY DESCRIPTION  
OF 1.379 AC. OR 60,053 SQ. FT. OF LAND OUT OF  
THE MARIGUITA CASTRO SURVEY NO. 50, ABSTRACT NO. 160  
AUSTIN, TRAVIS COUNTY, TEXAS**



**NOTES:**

- 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.
- THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE COMMITMENT PREPARED BY TITLE RESOURCES GUARANTY COMPANY G.F. NO. 2231920-KFO, EFFECTIVE DATE AUGUST 2, 2022.

*Chris Conrad*

12/19/2022

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\Drawings\Parcels\Blackburn Homes TCE-2.dwg



TCAD# 0252460101

ISSUED: 12-19-2022

SURVEYED BY:

PAGE 3 OF 3

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

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

AUSTIN GRID Q-32

JOB NO.: 22-009