PURCHASE AGREEMENT
CROSSLIFE EVANGELICAL LUTHERAN CHURCH, INC., a Texas non-profit corporation (SELLER)

This Purchase Agreement (this "Agreement") is made and entered into by and between the **CITY OF PFLUGERVILLE, TEXAS**, a Texas home-rule municipality ("Buyer"), and **CROSSLIFE EVANGELICAL LUTHERAN CHURCH, INC.**, a Texas non-profit corporation ("Seller"), 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. Seller is the current owner thereof a 19.643-acre tract, Edward Flint Survey Number 277, out of Lot 1, Holy Word Pflugerville, City of Pflugerville, Travis County, Texas.

B. Buyer requires acquisition as described in **Exhibit "A"** (+/- 0.0618-acre Right-of-Way) and described in **Exhibit "B"** (+/- 0.1903-acre Utility Easement) hereafter collectively referred to as the "Property".

C. Seller is willing to convey and Buyer to purchase the Property for the settlement amount of $319,700.00.

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

I.

Purchase and Sale Agreement. For the Purchase Price, Seller agrees to sell and convey Property to Buyer, and Buyer agrees to buy and pay Seller for the Property as described in **Exhibit "A"** and **Exhibit "B"**, as part of the Kelly Lane Phase 3 Project. The promises by Buyer and Seller stated in this contract are the consideration for the formation of this contract. The obligation of the Buyer contained in this agreement are conditional on City Council of Pflugerville's approval and acceptance of the Purchase Agreement. In the event the City Council does not approve the acceptance of the Purchase Agreement, Buyer shall pay Seller $100.00, as consideration for Seller's agreement to the condition on closing and shall return to Seller all original documents, unfiled with the County, at Buyer's expense.

II.

The Purchase Price. THREE HUNDRED NINETEEN THOUSAND SEVEN HUNDRED AND 00/100 DOLLARS ($319,700.00) to be paid at closing.

III.

The Property. More or less as described in **Exhibit "A"** (+/- 0.0618-acre Right-of-Way) and described in **Exhibit "B"** (+/- 0.1903-acre Utility Easement) out of a 19.643-acre tract, Edward Flint Survey Number 277, out of Lot 1, Holy Word Pflugerville, City of Pflugerville, Travis County, Texas, attached hereto and incorporated by reference for all purposes.

IV.

Easement Instrument(s). The Instrument of Conveyance shall be in substantial conformance with the form and substance as stated in the **Special Warranty Deed (Exhibit "A-1")** and **Utility Easement Agreement (Exhibit "B-1")**, attached hereto and incorporated by reference for all purposes.

V.

Miscellaneous.

A. *Closing Date.* The parties shall close on this transaction within 30 days of City Council's approval and acceptance of the Purchase Agreement.

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

Buyer:	City of Pflugerville Attn: Sereniah Breland, City Manager 100 East Main Street Pflugerville, Texas 78660
Seller:	Crosslife Evangelical Lutheran Church, Inc. 4109 Kelly Lane Pflugerville, Texas 78660

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.

C. *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.

D. *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.

E. *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 have 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.

F. *Representations and Warranties by Seller.* Seller warrants, represents, covenants, and agrees that Seller has fee simple absolute title to the Property described in **Exhibit "A"** and **Exhibit "B"**, that said Property is free of any liens or other encumbrances that would prevent this sale, and that Seller meets all requirements to contract with the City of Pflugerville as provided by Chapter 38 of the City's Code of Ordinances.

G. *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.

H. *Payment of Debt or Delinquency* to the State or Political Subdivision of the State. Pursuant to Chapter 38, City of Pflugerville Code of Ordinances, Seller agrees that any payments owing to Seller under the Agreement may be applied directly toward any debt or delinquency that Seller 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.

I. *Texas Family Code Child Support Certification.* Seller 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 15 day of March 2026.

SELLER:

CROSSLIFE EVANGELICAL LUTHERAN CHURCH, INC., a Texas non-profit corporation

By: _____

Name: Jacob Baumler

Title: President - CrossLife Church

PURCHASER:

CITY OF PFLUGERVILLE,
a Texas home-rule municipality

By: _____
Sereniah Breland, City Manager

ATTEST:

By: _____
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 THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That **CROSSLIFE EVANGELICAL LUTHERAN CHURCH, INC.,** a Texas non-profit corporation, of the County of Travis, Texas, whose address is 4109 Kelly Lane, Pflugerville, Texas 78660 ("Grantor"), for and in consideration of the sum of TEN and NO/100 DOLLARS ($10.00) and other good and valuable consideration paid to the **CITY OF PFLUGERVILLE**, TEXAS, a home-rule municipality located in Travis County, Texas ("Grantee"), whose mailing address is P.O. Box 589, Pflugerville, Travis County, Texas 78691, the receipt and sufficiency of which consideration are hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto, Grantee, the property depicted on **Exhibit "A"** attached hereto and incorporated herein by reference ("Property") subject to all of the reservations, exceptions and other matters set forth or referred to herein.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, and Grantee's successors or assigns, forever; and Grantor does hereby bind Grantor, and Grantor's successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof by, through or under Grantor, but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

No responsibility for validity of real estate title assumed by attorney preparing this instrument unless a written title opinion rendered.

EXHIBIT "A-1"

Signature pages to follow.

EXECUTED AND EFFECTIVE as of this ____ day of _____ , 2026.

GRANTOR:

CROSSLIFE EVANGELICAL LUTHERAN CHURCH, INC., a Texas non-profit corporation

By:_____

Name:_____

Title:_____

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me this ___ day of _____, 2026 by _____, _____ of Crosslife Evangelical Lutheran Church, Inc., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his/her oath stated that he/she 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.

_____
Notary Public, State of Texas

(seal)

EXHIBIT "A-1"

GRANTEE:

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

By:_____
Sereniah Breland, City Manager

ATTEST:

By:_____
Trista Evans, City Secretary

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2026, by Sereniah Breland, City Manager of the City of Pflugerville, Texas, a Texas home-rule municipality, on behalf of said municipality.

_____
Notary Public, State of Texas

(seal)

EXHIBIT "A-1"

After recordation, please return to:

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

County: Travis County
Highway: Kelly Lane
Limits: Jakes Hill Road to Weiss Lane

Property Description for Parcel 12

Being a **0.0618**-acre (**2,692** square feet) parcel out of the Edward Flint Survey Number 277, out of Lot 1, Holy Word Pflugerville, recorded in Document Number 202000079 of the Official Public Records (O.P.R.) of Travis County, Texas (all records cited herein are recorded in Travis County), being a called 19.96-acre tract conveyed from Holy Word Evangelical Church to Crosslife Evangelical Lutheran Church, Inc. by Special Warranty Deed with Vendor's Lien dated February 14, 2020, recorded in Document Number 2020031850, O.P.R., said **0.0618**-acre parcel being more particularly described by metes and bounds as follows:

COMMENCING at a found 1-inch iron pipe in the northeast line of Lot 41, Block B, The Villages of Hidden Lake, Phase 1, recorded in Document Number 200300119, O.P.R., and conveyed to the City of Pflugerville, Texas, in Dedication Deed executed April 3, 2003, recorded in Document Number 2003103971, O.P.R., for the west corner of Lot 1, Pathways Subdivision, recorded in Document Number 201000077, O.P.R., being a called 20.91-acre tract conveyed to Texas Conference Association of Seventh Day Adventists by Special Warranty Deed dated April 9, 2009, recorded in Document Number 2009058575, O.P.R. and for the south corner of said Lot 1, Holy Word Pflugerville;

THENCE, North 26°56'13" East, along the northwest line of said Lot 1, Pathways Subdivision and the southeast Line of said Lot 1, Holy Word Pflugerville, a distance of 1,561.80 feet to a point, set in the existing southwest right-of-way line of Kelly Lane, right-of-way width varies, as recorded in Document Numbers 201600206, 201800029, 202000079, 201000077, O.P.R.;

THENCE, North 63°03'32" West, along the northeast line of said Lot 1, Holy Word Pflugerville and the existing southwest right-of-way line of said Kelly Lane, a distance of 116.71 feet to a set iron rod with plastic red cap stamped "ROW", set in the proposed southwest right-of-way line of Kelly Lane for the **POINT OF BEGINNING** and for the south corner of the herein described parcel, said point having coordinates of N=10,141,916.51, E=3,169,697.24, said point being 51.38 feet right from the proposed Kelly Lane Baseline Station 40+59.92;

1. **THENCE**, North 78°36'05" West, into and across said Lot 1, Holy Word Pflugerville, departing the existing southwest right-of-way line of said Kelly Lane, along the proposed southwest right-of-way line of Kelly Lane, a distance of 35.87 feet to a set iron rod with plastic red cap stamped "ROW", for an angle corner of the herein described parcel;

2. **THENCE**, North 63°02'55" West, continuing into and across said Lot 1, Holy Word Pflugerville and along the proposed southwest right-of-way line of Kelly Lane, a distance of 235.73 feet to a set iron rod with plastic red cap stamped "ROW", set for an angle corner of the herein described parcel;

3. **THENCE**, North 53°17'19" West, continuing into and across said Lot 1, Holy Word Pflugerville and along the proposed southwest right-of-way line of Kelly Lane, a distance of 56.38 feet to a set iron rod with plastic red cap stamped "ROW", in the north line of said Lot 1, Holy Word Pflugerville and the existing southwest right-of-way line of said Kelly Lane, for the north corner of the herein described parcel;

4. **THENCE**, South 63°03'32" East, along the northeast line of said Lot 1, Holy Word Pflugerville and the existing southwest right-of-way line of said Kelly Lane, a distance of 325.85 feet to the **POINT OF BEGINNING** and containing 0.0618 of an acre (2,692 square feet) parcel of land.

EXHIBIT "A"

NOTES:

All bearings and coordinates are based on the Texas Coordinate System, Central Zone (4203), North American Datum of 1983 (NAD83). All distances and coordinates shown are in surface values and may be converted to grid by dividing by the Surface Adjustment Factor of 1.00010132.

Units of Measure: U.S. Survey Feet

A parcel plat of even date was prepared in conjunction with this property description.

Abstracting was completed in February, 2025.

I hereby certify that this survey was performed on the ground under my supervision and that this property description and accompanying parcel plat represent the facts as found at the time of the survey. Survey date: May, 2025

05-16-25

Date

Gabriel Macias, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration #6185
ESP Associates, Inc.
12940 Country Parkway
San Antonio, TX 78216
(210) 349-3271
TBPELS Firm Registration No. 10194036

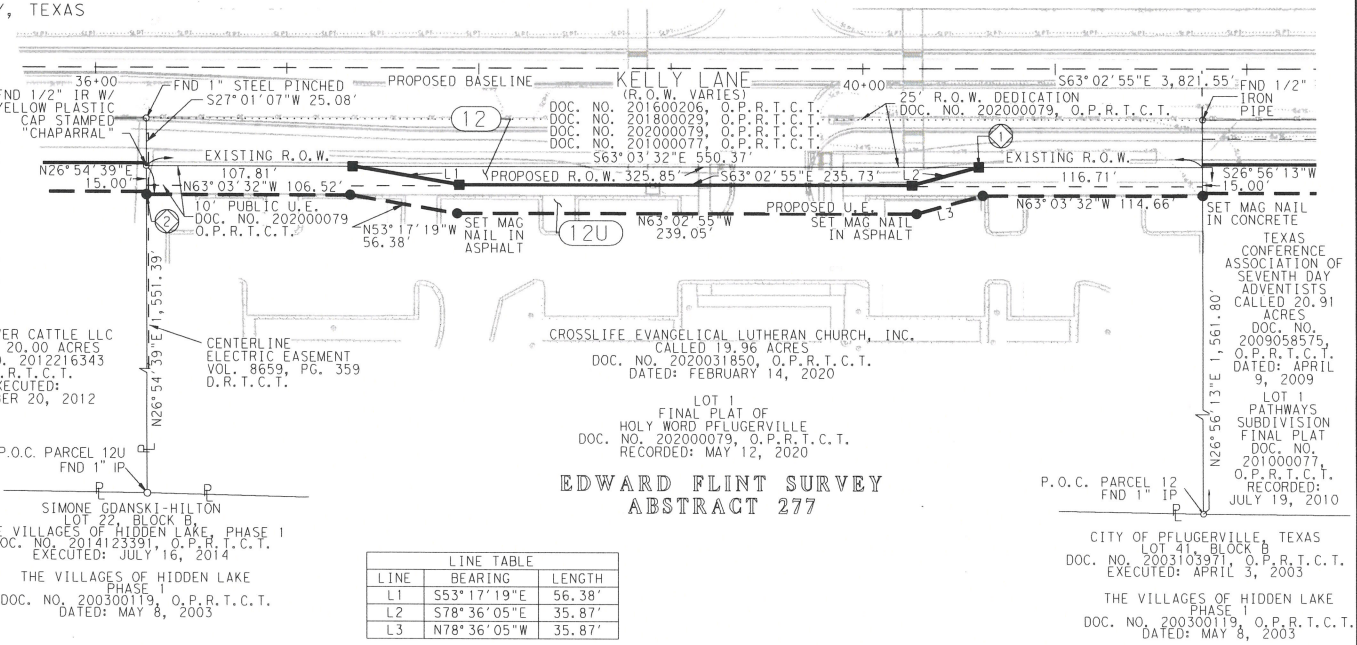


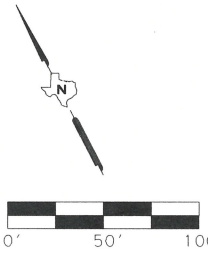
EXHIBIT "A"

LEGEND

■	SET 1/2" IRON ROD W/ RED CAP STAMPED "ROW" UNLESS OTHERWISE NOTED
●	SET 1/2" IR W/ RED CAP STAMPED "VICKREY PROP COR" AS NOTED / SET IR W/ PLASTIC BLUE CAP STAMPED "EASEMENT" UNLESS OTHERWISE NOTED
○	FOUND MONUMENT (AS NOTED)
	LAND HOOK (IDENTICAL OWNER)
FND	FOUND
IR/IP	IRON ROD/IRON PIPE
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
P.R.T.C.T.	PLAT RECORDS OF TRAVIS COUNTY, TEXAS
D.R.T.C.T.	DEED RECORDS OF TRAVIS COUNTY, TEXAS
DOC. NO.	DEED RECORDS OF TRAVIS COUNTY, TEXAS
U.E.	UTILITY EASEMENT
W.E.	WATERMAIN EASEMENT
R.O.W.	RIGHT-OF-WAY
(XXXX)	PARCEL NUMBER

EXISTING R.O.W. LINE
PROPOSED R.O.W. LINE
EXISTING EASEMENT LINE
PROPERTY LINE
NOT TO SCALE (N.T.S.)
PROPOSED BASELINE
SURVEY LINE





LINE TABLE		
LINE	BEARING	LENGTH
L1	S53°17'19"E	56.38'
L2	S78°36'05"E	35.87'
L3	N78°36'05"W	35.87'

POINT OF BEGINNING (P.O.B.) TABLE			
POINT NO.	NORTHING	EASTING	STATION - OFFSET
1	10,141,916.51	3,169,697.24	STA. 40+59.92 - 51.38' RT
2	10,142,099.61	3,169,303.85	STA. 36+26.26 - 66.46' RT

NOTES:

1. ALL BEARINGS AND COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM OF 1983, CORS 96 EPOCH 2002.00.

2. COORDINATES AND DISTANCES ARE DISPLAYED AS SURFACE VALUES AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SURFACE ADJUSTMENT FACTOR OF 1.00010132. ALL MEASUREMENTS ARE IN U.S. SURVEY FEET.

3. THIS MAP WAS PRODUCED WITHOUT THE BENEFIT OF TITLE COMMITMENTS. ALL MATTERS OF RECORD MAY NOT BE SHOWN HEREIN.

4. ABSTRACTING WAS COMPLETED FEBRUARY, 2025.

5. FIELD SURVEYS WERE COMPLETED MAY, 2025.

6. RIGHT OF WAY MAP COMPLETED IN MAY, 2025.

7. PROPOSED RIGHT-OF-WAY BASELINE MAY NOT MATCH PROPOSED CONSTRUCTION BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.

8. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

9. PROPERTY LINES ARE BASED ON FOUND MONUMENTATION SHOWN ON THE CORRESPONDING RIGHT-OF-WAY MAP.



I, HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED ON THE GROUND UNDER MY SUPERVISION AND THAT THIS PARCEL PLAT REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

05-16-25

GABRIEL MACIAS
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NUMBER 6185

DATE

ESP Associates, Inc.
12940 Country Parkway
San Antonio, TX 78216
(210) 349-3271
www.espassociates.com
TBPELS No. 10194036
©2025

PARCEL PLAT
SHOWING
PARCELS 12 & 12U

KELLY LANE
TRAVIS COUNTY
MAY, 2025

SCALE: 1"=100'

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

UTILITY EASEMENT AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

GRANT OF EASEMENT:

CROSSLIFE EVANGELICAL LUTHERAN CHURCH, INC., a Texas non-profit corporation, of the County of Travis, Texas, whose address is 4109 Kelly Lane, Pflugerville, Texas 78660 ("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 Texas home-rule municipality in Travis County, Texas ("Grantee"), an exclusive easement and right-of-way ("Easement") upon and across the property of Grantor which is more particularly described on **Exhibit "B",** attached hereto and incorporated herein by reference ("Easement Tract"). Grantor and Grantee may jointly be referred to by "the Parties."

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights, and privileges and on the terms and conditions set forth below; and Grantor, subject to the Exceptions, to Warranty, does hereby covenant and agree to WARRANT AND FOREVER 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.

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) "Holder" shall mean Grantee and Grantee's heirs, successors and assigns who at any time own any interest in the conveyance and is subject to the terms of this agreement.

   (b) "Permitted Improvements" shall mean landscaping or planting of vegetation, driveways and sidewalks; but shall not mean the construction of a building or similar structure unless such installation or construction is approved in writing by the City Manager or the City Manager's designee.

EXHIBIT "1"

(c) "Public Utility" shall mean water, wastewater, reclaimed water, and any necessary facilities or appurtenances needed to support the operation of these utility services, so long as it is owned or installed by Grantee or it's successors or assigns.

2. *Character of Easement.* The Easement granted herein is "in gross," in that there is no "Benefitted Property." Nevertheless, the Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof. The Easement rights of use granted herein are irrevocable. The Easement is for the benefit of Holder.

3. *Purpose of Easement.* The Easement shall be used for Public Utility purposes, including placement, construction, installation, replacement, repair, maintenance, relocation, removal, and operation of public utility facilities and related appurtenances, or making connections thereto (hereinafter collectively "Facilities"). The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, replacement and expansion of the Facilities.

4. *Term.* Easement shall be in perpetuity unless relinquished or abandoned by ordinance or resolution by Grantee.

5. *Reservation of Rights.* Save and except: Grantor retains the right to surface use. Grantor and Grantor's heirs, successors, and assigns shall retain the right to use the surface of all or part of the Easement Property in conjunction with Holder as long as such use by Grantor and Grantor's heirs, successors, and assigns neither interferes with the use of the Easement Property by Holder for the Easement Purpose. Grantor shall not construct any building, structure or obstruction on the Easement Property. Any improvement made by Grantor (Permitted Improvement) must comply with applicable ordinances, development codes and engineering guidelines of the City of Pflugerville. Grantor shall obtain Holder's permission prior to the start of constructing Permitted Improvements. Grantor shall not construct any fencing or gating on the Easement Property without Holder's permission.

6. *Improvement and Maintenance of Easement Property.* Subject to the provisions of Section 7, immediately below, improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property. Holder has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences or other encroachments within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities. Holder shall not be required to replace to their original condition any landscaping, driveways or parking areas that were in existence prior

EXHIBIT "B"

to the granting of the Easement Property and are damaged in connection with the work.

7. *Maintenance of Surface Easement Property/Permitted Improvements.* Notwithstanding any contrary provision, Grantor shall retain the obligation to regularly mow or cut back vegetation and to keep the surface of the Easement Property free of litter, debris, or trash.

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. *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

EXHIBIT "B-1"

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.

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.

EXHIBIT "B-1"

Signature page to follow.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 2026.

GRANTOR:

CROSSLIFE EVANGELICAL LUTHERAN CHURCH, INC., a Texas non-profit corporation

By:_____

Name:_____

Title:_____

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me this ___ day of _____, 2026 by _____, _____ of Crosslife Evangelical Lutheran Church, Inc., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his/her oath stated that he/she 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.

_____
Notary Public, State of Texas

(seal)

EXHIBIT "B-1"

GRANTEE:

AGREED AND ACCEPTED:

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

By:_____
Sereniah Breland, City Manager

ATTEST:

By:_____
Trista Evans, City Secretary

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2026, 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)

EXHIBIT "B-1"

AFTER RECORDING, RETURN TO:

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

County: Travis County
Highway: Kelly Lane
Limits: Jakes Hill Road to Weiss Lane

Property Description for Parcel 12U

Being a **0.1903**-acre (**8,287** square feet) utility easement out of the Edward Flint Survey Number 277, out of Lot 1, Holy Word Pflugerville, recorded in Document Number 202000079, of the Official Public Records (O.P.R.) of Travis County, Texas (all records cited herein are recorded in Travis County), being out of a called 19.96-acre tract conveyed from Holy Word Evangelical Church to Crosslife Evangelical Lutheran Church, Inc. by Special Warranty Deed with Vendor's Lien dated February 14, 2020, recorded in Document Number 2020031850, O.P.R., said **0.1903**-acre easement being more particularly described by metes and bounds as follows:

COMMENCING at a found 1-inch iron pipe in the northeast line of Lot 22, Block B, The Villages of Hidden Lake, Phase 1, according to the plat thereof recorded in Document Number 200300119, O.P.R. and conveyed to Simone Gdanski-Hilton in General Warranty Deed recorded in Document Number 2014123391, O.P.R., for the west corner of said Lot 1, and said 19.96-acre tract, and for the south corner of a called 20.00-acre tract conveyed to Wind River Cattle LLC by Special Warranty Deed executed December 20, 2012, recorded in Document Number 2012216343, O.P.R.;

THENCE, North 26°54'39" East, along the northwest line of said 19.96-acre tract and the southeast line of said 20.00-acre tract, a distance of 1,551.39 feet to a set iron rod with plastic blue cap stamped "EASEMENT" for the **POINT OF BEGINNING** and for the west corner of the herein described easement, said point having coordinates of N=10,142,099.61, E=3,169,303.85, said point being 66.46 feet right from the proposed Kelly Lane Baseline Station 36+26.26;

1. **THENCE**, North 26°54'39" East, continuing along the northwest line of said 19.96-acre tract and the southeast line of said 20.00-acre tract, a distance of 15.00 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "CHAPARRAL", at an angle point in the existing southwest right-of-way line of Kelly Lane, a variable width right-of-way recorded in Document Numbers 201600206, 201800029, 20200079, 20100077, O.P.R., in the southeast line of said 20.00-acre tract, and at the north corner of said 19.96-acre tract, for the north corner of the herein described easement;

2. **THENCE**, South 63°03'32" East, along said existing southwest right-of-way line of Kelly Lane and the northeast line of said 19.96-acre tract, a distance of 107.81 feet to a set iron rod with plastic red cap stamped "R.O.W.", in the proposed southwest right-of-way line of Kelly Lane, for an angle point in the northeast line of the herein described easement;

3. **THENCE**, South 53°17'19" East, departing said existing southwest right-of-way line of Kelly Lane, along the proposed southwest right-of-way line of Kelly Lane, into and across said 19.96-acre tract, a distance of 56.38 feet to a set iron rod with plastic red cap stamped "R.O.W.", for an angle point in the northeast line of the herein described easement;

4. **THENCE**, South 63°02'55" East, continuing along the proposed southwest right-of-way line of Kelly Lane, into and across said 19.96-acre tract, a distance of 235.73 feet to a set iron rod with plastic red cap stamped "R.O.W.", for an angle point in the northeast line of the herein described easement;

5. **THENCE**, South 78°36'05" East, continuing along the proposed southwest right-of-way line of Kelly Lane, into and across said 19.96-acre tract, a distance of 35.87 feet to a set iron rod with plastic red cap stamped "R.O.W.", in said existing southwest right-of-way line of Kelly Lane, for an angle point in the northeast line of the herein described easement;

6. **THENCE**, South 63°03'32" East, along said existing southwest right-of-way line of Kelly Lane and the northeast line of said 19.96-acre tract, a distance of 116.71 feet to a point, in the northeast line of Lot 1, Pathways Subdivision, recorded in Document Number 201000077, O.P.R., being a called 20.91-acre tract conveyed to Texas Conference Association of Seventh Day Adventists by Special Warranty Deed dated April 9, 2009, recorded in Document Number 2009058575, O.P.R., for the east corner of the herein described easement;

7. **THENCE**, South 26°56'13" West, departing said existing southwest right-of-way line of Kelly Lane, along the southeast line of said 19.96-acre tract and the northwest line of said 20.91-acre tract, a distance of 15.00 feet to a set mag nail in concrete, for the south corner of the herein described easement;

8. **THENCE**, North 63°03'32" West, into and across said 19.96-acre tract, a distance of 114.66 feet to a set iron rod with blue cap stamped "EASEMENT", for an angle point in the southwest line of the herein described easement;

9. **THENCE**, North 78°36'05" West, continuing into and across said 19.96-acre tract, a distance of 35.87 feet to a set mag nail in asphalt, for an angle point in the southwest line of the herein described easement;

10. **THENCE**, North 63°02'55" West, continuing into and across said 19.96-acre tract, a distance of 239.05 feet to a set mag nail in asphalt, for an angle point in the southwest line of the herein described easement;

11. **THENCE**, North 53°17'19" West, continuing into and across said 19.96-acre tract, a distance of 56.38 feet to a set iron rod with blue cap stamped "EASEMENT", for an angle point in the southwest line of the herein described easement;

12. **THENCE**, North 63°03'32" West, continuing into and across said 19.96-acre tract, a distance of 106.52 feet to the **POINT OF BEGINNING** and containing 0.1903 of an acre (8,287 square feet) easement of land.

NOTES:

All bearings and coordinates are based on the Texas Coordinate System, Central Zone (4203), North American Datum of 1983 (NAD83). All distances and coordinates shown are in surface values and may be converted to grid by dividing by the Surface Adjustment Factor of 1.00010132.

Units of Measure: U.S. Survey Feet

A parcel plat of even date was prepared in conjunction with this property description.

Abstracting was completed in February, 2025.

I hereby certify that this survey was performed on the ground under my supervision and that this property description and accompanying parcel plat represent the facts as found at the time of the survey. Survey date: May, 2025

05-09-25

Gabriel Macias, R.P.L.S. — Date

Registered Professional Land Surveyor
Texas Registration #6185
ESP Associates, Inc.
12940 Country Parkway
San Antonio, TX 78216
(210) 349-3271
TBPELS Firm Registration No. 10194036

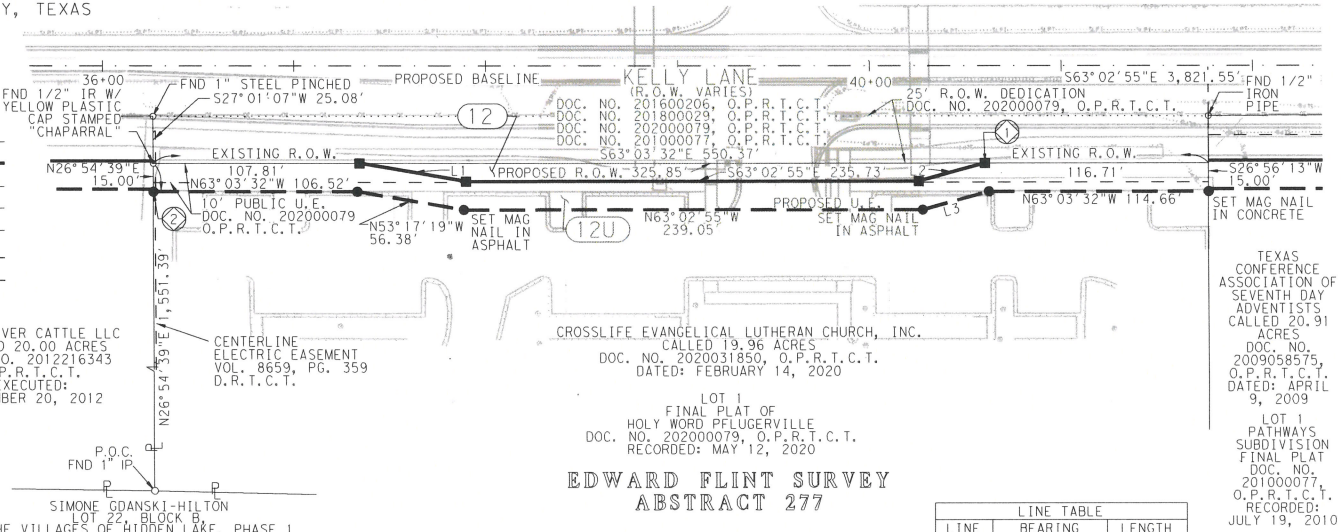


EXHIBIT "B"

LEGEND

■	SET 1/2" IRON ROD W/ RED CAP STAMPED "ROW" UNLESS OTHERWISE NOTED
●	SET 1/2" IR W/ RED CAP STAMPED "VICKREY PROP COR" AS NOTED / SET IR W/ PLASTIC BLUE CAP STAMPED "EASEMENT" UNLESS OTHERWISE NOTED
○	FOUND MONUMENT (AS NOTED)
	LAND HOOK (IDENTICAL OWNER)
FND	FOUND
IR/IP	IRON ROD/IRON PIPE
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
P.R.T.C.T.	PLAT RECORDS OF TRAVIS COUNTY, TEXAS
D.R.T.C.T.	DEED RECORDS OF TRAVIS COUNTY, TEXAS
DOC. NO.	DEED RECORDS OF TRAVIS COUNTY, TEXAS
U.E.	UTILITY EASEMENT
W.E.	WATERMAIN EASEMENT
R.O.W.	RIGHT-OF-WAY
(XXXX)	PARCEL NUMBER

EXISTING R.O.W. LINE
PROPOSED R.O.W. LINE
EXISTING EASEMENT LINE
PROPERTY LINE
NOT TO SCALE (N.T.S.)
PROPOSED BASELINE
SURVEY LINE



LINE TABLE		
LINE	BEARING	LENGTH
L1	S53°17'19"E	56.38'
L2	S78°36'05"E	35.87'
L3	N78°36'05"W	35.87'

POINT OF BEGINNING (P.O.B.) TABLE			
POINT NO.	NORTHING	EASTING	STATION - OFFSET
1	10,141,916.51	3,169,697.24	STA. 40+59.92 - 51.38' RT
2	10,142,099.61	3,169,303.85	STA. 36+26.26 - 66.46' RT

NOTES:

1. ALL BEARINGS AND COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM OF 1983, CORS 96 EPOCH 2002.00.

2. COORDINATES AND DISTANCES ARE DISPLAYED AS SURFACE VALUES AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SURFACE ADJUSTMENT FACTOR OF 1.00010132. ALL MEASUREMENTS ARE IN U.S. SURVEY FEET.

3. THIS MAP WAS PRODUCED WITHOUT THE BENEFIT OF TITLE COMMITMENTS. ALL MATTERS OF RECORD MAY NOT BE SHOWN HEREIN.

4. ABSTRACTING WAS COMPLETED FEBRUARY, 2025.

5. FIELD SURVEYS WERE COMPLETED MAY, 2025.

6. RIGHT OF WAY MAP COMPLETED IN MAY, 2025.

7. PROPOSED RIGHT-OF-WAY BASELINE MAY NOT MATCH PROPOSED CONSTRUCTION BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.

8. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

9. PROPERTY LINES ARE BASED ON FOUND MONUMENTATION SHOWN ON THE CORRESPONDING RIGHT-OF-WAY MAP.

STATE OF TEXAS
REGISTERED
GABRIEL MACIAS
6185
PROFESSIONAL
LAND SURVEYOR

I, HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED ON THE GROUND UNDER MY SUPERVISION AND THAT THIS PARCEL PLAT REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

05-09-25

GABRIEL MACIAS — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NUMBER 6185

ESP Associates, Inc.
12940 Country Parkway
San Antonio, TX 78216
(210) 349-3271
www.espassociates.com
TBPELS No. 10194036

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PARCEL PLAT
SHOWING
PARCELS 12 & 12U

KELLY LANE
TRAVIS COUNTY
MAY, 2025

SCALE: 1"=100'