

**COLORADO SANDS ROADWAY ACQUISITION
AND IMPROVEMENT AGREEMENT**

1. Parties.

This Colorado Sands Roadway Acquisition and Improvement Agreement (the “Agreement”) is entered into between the City of Pflugerville, a Texas home-rule municipal corporation, sometimes referred to here individually as the “City,” and Lakeside Meadows, LLC, a Texas limited liability company, sometimes referred to here as the “Company,” on _____, 2024.

2. Recitals.

2.1. Purpose of Agreement.

This Agreement is entered into for the purpose of the acquisition of that certain 4.384 acres of real property (the “Land”) from the Weiss Living Trust, dated _____, (the “Weiss Trust”), and upon acquisition of the Land, to construct of a roadway, to be called Colorado Sands Roadway, connecting the existing Colorado Sands Roadway and Weiss Lane, as set forth and more fully described on Exhibit “A”, attached hereto and incorporated herein for all purposes.

2.2. Right-of-Way Acquisition.

The City shall take all appropriate steps to acquire the Land for the right-of-way by purchase or condemnation.

The total cost of the acquisition of the Land for the right-of-way shall be based upon the appraised value of the Land for the right-of-way, which is estimated to be \$800,000.00. The City shall obtain an appraisal of the Land for the right-of-way at the cost of the Company.

In the event that the Land for the right-of-way is acquired through negotiation and purchase, the Company shall approve the purchase price; or, if the Company refuses to approve the purchase price, this agreement shall terminate and the parties shall stand mutually released from any liability on account of this agreement.

If the Land is acquired through proceedings in condemnation under the exercise of the City's power of eminent domain, then the Company obligates itself in all events to pay one hundred percent (100%) of the condemnation award or judgment as finally adjudicated by the

court of jurisdiction (exclusive of costs or other expense of the proceedings).

The total cost of the acquisition of the Colorado Sands Roadway shall include the following items:

(a) The preliminary estimated cost of the right-of-way, including the cost of acquisition, is \$800,000.00, which represents the appraised value of existing industrial property in the City to be acquired for the Roadway from the Weiss Living Trust, described as 4.384 acres of real property.

Payment of all costs necessitated by the acquisition of the land for the right-of-way in accordance with this agreement shall be made by the City. The Company shall reimburse the City for all costs of acquisition of the land for the right-of-way within three (3) days of the receipt of invoices from the City, using funds obtained from Lakeside Meadows, LLC.

The City shall keep accurate records of its costs. The costs shown in the records and mutually agreed upon by the parties to this agreement shall be used as the basis for the final allocation of costs as provided herein, with the understanding that the Company's share of the actual total cost shall not exceed the sum of \$1,000,000.00.

The City Further Agrees:

(a) To acquire in its name and at its own expense, subject to reimbursement as hereinafter provided, all right-of-way and temporary construction easements necessary for the project in accordance with the requirements of city and state policies and procedures, which shall be carried out in accordance with established state policies and procedures, as now or hereafter revised or amended.

(b) To finance the right-of-way acquisition pending reimbursement by the Company and to prepare a complete and accurate breakdown of costs.

The Company Agrees to:

(a) To reimburse the City one hundred percent (100%) for the costs incurred in connection with the acquisition of right-of-way.

2.3. Commencement of Right-of-Way Acquisition.

The City shall commence the acquisition of right-of-way upon execution of this Agreement.

2.4. Nature of Colorado Sands Roadway (the “Roadway”).

The City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, finds it necessary to acquire land for a right-of-way for the construction of the Colorado Sands Roadway.

The improvement of the Roadway, as adopted by ordinances enacted by the City, requires the acquisition of that certain property currently owned by the Weiss Living Trust in order to construct street, drainage and utility improvements pursuant to the plans and specifications for Lakeside Meadows Phase 1.

Improvements of the Roadway are required to adequately and safely accommodate the Lakeside Meadows Phase 1 and the City.

The improvements of the Roadway will result in great and lasting public benefit to the people of the City of Pflugerville.

2.5. Financing.

Any and all financing necessary for the construction, operation, and maintenance of the Roadway is the responsibility of the Company and, this agreement, does not, in any manner, obligate the City to provide any financing for the acquisition of the right-of-way, construction, operation or maintenance of the Roadway. It is also understood and agreed by the parties that the City shall have no conditional or contingent liability in the event of any failure on the part of the Company to meet its present or future financial commitments.

3. Grant of Authority by City upon Acquisition of the Land for the Right-of-way; grant by Company of utility easements.

3.1. Grant and Acceptance.

In consideration of the mutual promises contained in this agreement, the City grants to the Company, and the Company accepts from the City, the right to construct, the Colorado Sands Roadway, subject to and upon the terms and conditions stated here.

3.2. In further consideration, of the mutual promises contained in this Agreement, Lakeside Meadows, LLC agrees to convey, without receipt of monetary consideration, the following easements to the City for the projects listed below (and as more specifically depicted in Exhibit B to this Agreement):

- Secondary Colorado River Water Line Project:

Parcel 62a Temporary Construction Easement 1.759 acres

- Weiss Lane & Pecan St. Water Line Project
 - Parcel 7C Permanent Easement 0.730 acres
 - Parcel 7C Temporary Construction Easement 0.948 acres

4. The Roadway and Its Location.

4.1. Identification of Roadway.

The Roadway shall provide two (2) lanes for vehicular traffic and one (1) pedestrian and bicycle lane. The Roadway will be constructed according to the design set forth in the permit.

4.2. Ownership of Roadway.

The Roadway shall be owned and operated by the City and costs of constructing the Roadway shall be paid by the Company.

4.3. Location of Roadway.

The Roadway shall be located at the Lakeside Meadows Subdivision, and connect Wiess Lane and Colorado Sands Roadway in the City as shown on Exhibit "A" attached here.

4.4. Construction of the Roadway.

4.4.1. Plans and Specifications.

The Roadway shall be constructed by the Company according to the plans and road specifications prepared by the Company and approved by the City's engineer. All surveys, site plans and other necessary documents shall be prepared by the Company at its expense.

The general design of the Roadway has been approved by the parties to this agreement.

The Company shall make the surveys, prepare plans, specifications, and estimates of cost, advertise for bids, award the contract, and furnish engineering inspection and construction supervision for the improvements as described in this agreement.

After the Roadway has been completed and placed into operation, the Company shall cooperate in transferring to the City jurisdiction over, and ownership of, the existing right-of-way of that portion of Colorado Sands Roadway between the Colorado Sands Roadway and Weiss Lane, as shown on Exhibit "A".

The City, after acquisition of the right-of-way, agrees to provide any necessary temporary

easements or access rights to permit the Company to enter upon, and work within, the right-of-way, upon completion of the improvements.

Ownership, jurisdiction, and responsibility for maintenance of the existing pavements and other public facilities remaining within the right-of-way shall be automatically transferred to the City when Colorado Sands Roadway is placed in operation.

4.4.2. Commencement and Completion.

Upon execution of this Agreement by all parties, and upon the acquisition of the Land and temporary construction easements for the right-of-way and construction of the Roadway, the Company shall commence the preparation of plans and specifications for the construction of the Roadway and shall apply for and seek approval of any permits or other approvals that may be necessary for the construction of the Roadway. The City will support the Company in applying for all necessary permits and approvals by executing, furnishing and filing all information, applications or other documents required to secure such permits, or approvals. Within 8 months after the granting of all permits, acquisition of right-of-way or the approval by all necessary governmental subdivisions or agencies, the construction of the Roadway shall be completed. Provided, however, in the event construction of the Roadway has not commenced by January 1, 2025, this Agreement shall terminate and its provisions shall be null and void. Provided, however, the term ending January 1, 2025, shall be extended by the same number of days any or all parties here are prohibited from performing its or their obligations under this Agreement by reason of any temporary restraining order, injunction or other court order; or by the failure of any board or agency of the City to timely act upon any requested approval or permit required by such board or agency.

Construction work for the Roadway shall be performed by contract. The work shall not be advertised for bids until the surveys, plans, specifications, and estimates for cost for same have been approved by a representative of each of the parties to this agreement. In addition, no contract for this improvement shall be awarded by the Company until the representative of each of the parties to this agreement has approved such award. The official representatives of each of the parties to this agreement shall be as follows: for the City, its director of public works; for the Company, its president.

4.4.3. Inspections.

During the construction of the Roadway and from time to time thereafter the City shall

have the right to inspect the Roadway for the purpose of determining whether it is built according to plans and specifications and thereafter, its state of repair. Upon completion of the construction of the Roadway, and prior to its commencement of operations, the City shall be furnished at the expense of the Company, a certificate from an independent professional engineer, registered in Texas, to the effect that the Roadway was constructed according to the plans and specifications and in accordance with generally accepted engineering standards.

4.4.4. Compliance with Permits and Laws.

The Roadway shall be constructed in accordance with the terms and conditions of the permit issued by the City and any other applicable laws, rules, regulations and ordinances.

4.5. Commencement of Operations.

Upon completion of the Roadway, the Roadway shall commence operations and be open to the public for vehicular, pedestrian and bicycle traffic upon the completion of construction.

4.6. Costs of Improvements.

The cost of improvements to the right-of-way, construction of the Roadway and other costs shall be paid as follows:

Construction of the Roadway and appurtenant drainage, structures, and traffic signals, including engineering and supervisions, total estimated cost of \$1,000,000.00.

5. Operation of the Roadway.

5.1. Maintenance.

The Roadway shall be maintained and repaired at the sole cost and expense of the Company in a state of good repair in accordance with the generally accepted standards by the City for one (1) year after completion, and thereafter by the City.

5.2. Hold Harmless Agreement—Insurance.

During the term of this agreement, the Company agrees to indemnify and hold the City harmless from any and all claims, causes of action, court costs, legal fees or any other expenses resulting from the construction and operation of the Roadway. In this connection, the Company agrees to provide and maintain in full force a general public liability insurance policy with minimum liability limits that are the greater of the following:

- (a) Two Million and No/100 Dollars (\$2,000,000.00) for bodily injury or

property damage;

- (b) Limits carried by the City for its general liability coverage; or
- (c) Highest liability limits on actions against municipalities pursuant to the statutes of Texas.

All insurance policies shall be issued by companies having not less than Best's A or A+ rating (or equivalent) and shall be endorsed to include the City as additional insured, the coverage of which shall be primary and non-contributory. The Company shall deliver to the City copies of the policy evidencing the insurance, which shall designate the Company, the policy number, amount, and provisions of that policy. All policies shall contain a provision that such policies shall not be cancelled, terminate or materially and adversely modified without thirty (30) days prior notice from the insurance company to the City.

5.3. Compliance with Laws.

The Roadway shall, at all times, be operated in compliance with the permit issued by the City, and all laws, ordinances, rules, regulations and orders of any governmental agency or authority having jurisdiction over the Roadway.

6. Term and Other Provisions of Agreement.

6.1. Term.

The term of this agreement shall be for a period of two (2) years commencing with the day the Roadway commences operations. At the expiration of two (2) years from the day the Roadway commences operations one of the following shall occur:

(a) In the event the original debt incurred for the construction of the Roadway, including any refinancing or renegotiation of such debt, and any debt incurred for major maintenance and repairs to the Roadway, have been fully paid, the Company shall donate the Roadway to the City free and clear from any liens, and the City shall accept the Roadway for public use to be operated by the City as it may determine. It is further agreed the Company will not permit or cause to be filed any lien or encumbrance on the Roadway other than a first lien for permanent financing and such liens or encumbrances as are necessary to secure interim construction financing.

(b) In the event any portion of the original debt incurred for the construction of the Roadway, including any refinancing or renegotiation of such debt approved in

advance by the City, or any portion of any debt incurred for major maintenance and repairs of the Roadway remains unpaid, the City shall have the option to:

- (1) To pay or assume such outstanding indebtedness and, in such event, the Company shall convey the Roadway to the City.

6.2. Relationship of Parties.

Nothing in this agreement shall be construed in any manner to create the relationship of employer/employee, principal agent, joint venturer or partners between the City and the Company. Neither the City nor the Company shall act in such a manner as would imply any of such relationships.

6.3. Suspension of Obligations to Perform.

The Company's obligation to construct, maintain, and operate the Roadway shall be suspended for reasons beyond the reasonable control of the Company, or by reason or acts of God, or force majeure, strikes, lock outs, labor troubles, or unavailability of building materials and the time for performance shall be extended for a period equal to the delays so caused.

6.4. Reimbursement—Surety.

In the event the Company fails to construct the Roadway in accordance with the provisions of this agreement, the City shall be entitled to reimbursement from the Company for all expenses incurred by them after the date of their agreement and in connection with this agreement. Such expenses shall include, but not be limited to, acquisition of right-of-way and any and all legal fees and court costs incurred as a result of the execution of this agreement. At the time written notice to proceed with right-of-way acquisition is given to the City pursuant to Section 2.3, the Company shall furnish the City adequate security, by indemnity bond, surety bond, letter of credit, or such other security as is acceptable to the City, in an amount which is equal to 110% of the total anticipated costs as provided above. The form and amount of such security shall be in the sole discretion of the City. Provided, however, if the Company's failure to construct the Roadway is because of a court order or other legal impediment this section shall be null and void and the Company is not obligated to reimburse the City for such expenses.

7. Miscellaneous Provisions.

7.1. Exercise of Powers.

The City shall exercise such powers as it possess as a municipal corporation to perform its obligations and functions under this agreement, including but not limited to the use of eminent domain powers to acquire right-of-way and it will perform its obligations and functions, under this agreement with due diligence.

7.2. Assignment of Rights.

No party here shall assign its rights or obligations under this agreement without the prior written consent of the other parties provided, however, the Company may assign its rights under this agreement without the prior written consent of the City to a limited partnership of which the Company will be the general partner or such other entity in which the company would be the managing partner, to the City, and it may conditionally assign its rights hereunder for purposes of securing financing for the construction, repair and maintenance of the Roadway. Except for an assignment by the Company to the City, no assignment by the Company shall relieve it of its responsibilities and obligations under the agreement without the consent of the City.

7.3. Notices.

All notices, requests, and demands given under this agreement are to be in writing, delivered by hand, telegram, certified or registered mail, to the following addresses, which may be changed by written notice:

The City: P.O. Box 589
Pflugerville, TX 78691
Attention: Brandon Pritchett

The Company: _____

Attention: _____

7.4. Amendments and Waivers.

This agreement constitutes the entire agreement between the parties and it may not be changed or amended except by a written document signed by all parties. Any waiver of the rights or obligations of a party under this agreement shall be valid only if it is signed by the party waiving these rights or obligations.

7.5. Severability of Provisions.

If any provision of this agreement is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid and operative, or if it can not be so modified, then severed, and the remainder of the agreement shall continue in full force and affect as if the agreement had been signed with the invalid portions so modified or eliminated.

7.6. Time of Essence.

Time is of the essence of this agreement.

7.7. Governing Law.

This agreement shall be governed by the laws of the State of Texas.

7.8. Events of Default.

Any one or more of the following events shall constitute an event of default under this agreement:

(a) Failure by the Company to commence construction of the Roadway on or before January 1, 2025; or to complete construction as above provided in Section 4.4.3.;

(b) Failure by the Company to observe and perform any covenant, condition, or agreement on its part to be observed or performed, for a period of thirty (30) days after written notice of such failure requesting such failure to be remedied, given to the Company and any trustee or lender representing the party or parties financing construction of the Roadway, by the City, unless the City shall agree in writing to an extension of such time prior to its expiration; provided, however, that if and so long as the Company is proceeding with due diligence to cure the default, such thirty (30)-day period shall be extended to such period as is required to permit the Company proceeding with due diligence to cure such default;

(c) Failure by the City to observe and perform any covenants, condition, or agreement on its part to be observed or performed for a period of thirty (30) days after written notice of such failure requesting such failure to be remedied, given to the City by the Company, unless the Company shall agree in writing to an extension of such time prior to its expiration; provided, however, that if and so long as the City are preceding with due diligence to cure the default, such thirty (30)-day period shall be extended to such period as is required to permit the City proceeding with due diligence to cure such

default; and

(d) The dissolution or liquidation of the Company or the filing by the Company of a voluntary petition in bankruptcy, or failure by the Company promptly to lift any execution, garnishment, or attachment of such consequence as will impair its ability to carry out its obligations under this agreement.

The provision of subsections (b) and (c) of this agreement are subject to the following limitations: if for reasons beyond the reasonable control of the Company for paragraph (b) and the City for paragraph (c), or by reason of acts of God, force majeure, strikes, lock outs, labor troubles, or unavailability of building materials the Company or the City are unable to perform their obligations under this agreement they shall not be deemed in default during the continuance of such inability.

7.9. Remedies.

Upon the occurrence and continuance of an event of default of which the defaulting party has notice, the other party or parties shall have the right to enforce its rights by commencing judicial proceedings to:

(a) correct the event of default and all costs and expenses, including attorney's fees and interest at the legal rate, incurred in correcting the default shall be paid by the defaulting party;

(b) enforce the terms of this agreement or to seek injunctive relief, including a temporary restraining order, preliminary injunction, and specific performance without showing or approving any actual damage sustained and shall not thereby be deemed to have elected its remedies; or,

(c) pursue any other remedies available to the parties under the laws of the State of Texas.

All remedies conferred on any party shall be cumulative. It is agreed between the parties to this agreement that no adequate remedy at law is available in the event of a breach or threatened breach of this agreement and the parties are therefore entitled to injunctive relief, including specific performance, for any such actual or threatened breach.

In addition to the above remedies, upon an event of default by the Company, the City, individually or jointly may, at their option, complete construction of and operate the Roadway or, after completion of construction take possession of and operate the Roadway. In the event the

City elects such option the city agrees it will exercise its powers as a municipal corporation to perform its obligations and functions under the agreement and, the City will not be obligated in any manner to provide any financing for the construction, operation or maintenance of the Roadway.

7.10. Understanding of Parties.

It is understood and agreed by the parties that this agreement and the permission to construct the Roadway is given subject to any limitations on the authority of the City to grant such permission, which may now or later exist. If it is determined that such limitation exists, this agreement shall be deemed modified to comply with such limitations as provided above in Section 7.5.

In witness, the City have executed this agreement by its undersigned officers and in accordance with the authority granted such officers by the governing bodies of the City, and the officers of the Company have executed this agreement pursuant to the authority granted them by its Board of Directors.

City of Pflugerville

By: _____
Sereniah Breland, City Manager

Attest:

City Secretary

Lakeside Meadows, LLC

By: _____
Douglas B. Kadison, its President

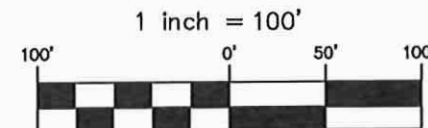
Attest:

Charles S Nichols, Jr., its Vice President

LINE TABLE		
LINE	BEARING	LENGTH
L1	S42°25'03"E	118.59'
L2	S61°29'19"E	113.33'
L3	N72°35'19"E	14.14'
L4	N72°35'19"E	7.07'
L5	S62°24'41"E	25.24'
L6	S17°24'41"E	21.21'
L7	S27°28'19"W	108.32'

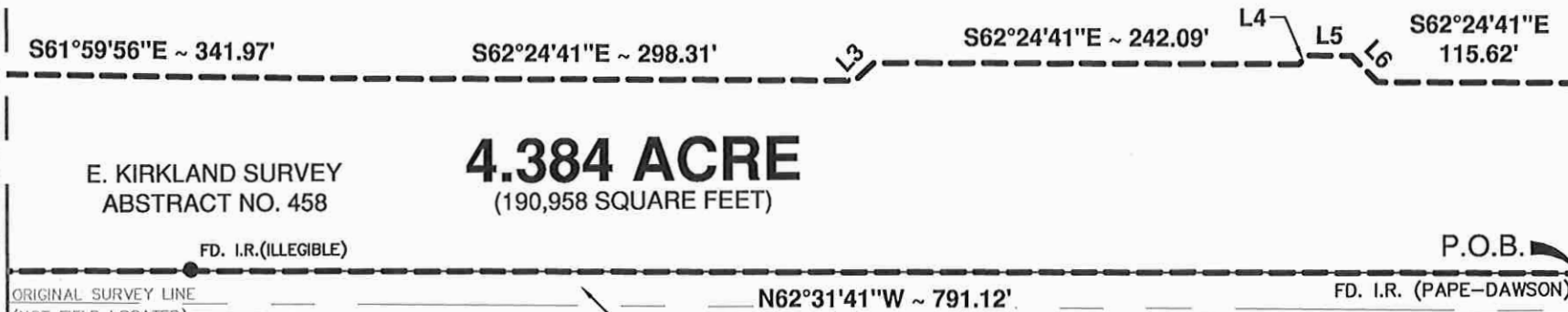
EXHIBIT OF

A 4.384 ACRE OR 190,958 SQUARE FOOT TRACT OF LAND, SITUATED IN THE E. KIRKLAND SURVEY, ABSTRACT NO. 458 IN TRAVIS COUNTY, TEXAS, BEING OUT OF THE REMNANT PORTION OF A CALLED 32.290 ACRE TRACT CONVEYED TO WEISS LIVING TRUST, RECORDED IN DOCUMENT NO. 2020015480 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.



MATCHLINE - SEE SHEET 2 OF 2

A CALLED 32.290 ACRE TRACT
OWNER: WEISS LIVING TRUST
DOC. NO. 2020015480 (O.P.R.)



4.384 ACRE
(190,958 SQUARE FEET)

E. KIRKLAND SURVEY
ABSTRACT NO. 458

W. CALDWELL SURVEY
SECTION NO. 66
ABSTRACT NO. 162

LOT 1, BLOCK Y
LAKESIDE MEADOWS, PHASE 1
DOC. NO. 202300053 (O.P.R.)

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE.
3. ADJOINERS SHOWN FOR INFORMATIONAL PURPOSES ONLY.

LEGEND:

- O.P.R. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- D.R. DEED RECORDS OF TRAVIS COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- FD. FOUND
- I.R. IRON ROD
- VOL. VOLUME
- PG. PAGE
- FOUND 1/2" IRON ROD WITH CAP AS NOTED



Parker Graham



AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

March 8 ,2024

SHEET 1 OF 2

JOB No.: 50627-01

- NOTES:**
1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
 2. THE BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE.
 3. ADJOINERS SHOWN FOR INFORMATIONAL PURPOSES ONLY.

- LEGEND:**
- O.P.R. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
 - D.R. DEED RECORDS OF TRAVIS COUNTY, TEXAS
 - P.O.B. POINT OF BEGINNING
 - FD. FOUND
 - I.R. IRON ROD
 - VOL. VOLUME
 - PG. PAGE
 - FOUND 1/2" IRON ROD WITH CAP AS NOTED



A CALLED 29.090 ACRE TRACT
OWNER: MERITAGE HOMES OF TEXAS, LLC
DOC. NO. 2021094241
(O.P.R.)

COLORADO SANDS DRIVE
(70' RIGHT OF WAY)
LAKE SIDE MEADOWS PHASE 1
DOC. NO. 202300053 (O.P.R.)

LOT 1, BLOCK Y
LAKE SIDE MEADOWS, PHASE 1
DOC. NO. 202300053 (O.P.R.)

N27°19'48"E ~ 261.92'

E. KIRKLAND SURVEY
ABSTRACT NO. 458

FD. I.R. (PAPE-DAWSON)

W. CALDWELL SURVEY
SECTION NO. 66
ABSTRACT NO. 162

N62°41'06"W ~ 698.90'

LOT 1, BLOCK Y
LAKE SIDE MEADOWS, PHASE 1
DOC. NO. 202300053 (O.P.R.)

A CALLED 32.290 ACRE TRACT
OWNER: WEISS LIVING TRUST
DOC. NO. 2020015480 (O.P.R.)

4.384 ACRE
(190,958 SQUARE FEET)

MATCHLINE - SEE SHEET 1 OF 2

ORIGINAL SURVEY LINE
(NOT FIELD LOCATED)

CURVE TABLE				
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	645.00'	7°31'27"	S38°51'04"E	84.64'
				84.70'

A 4.384 ACRE OR 190,958 SQUARE FOOT TRACT OF LAND, SITUATED IN THE E. KIRKLAND SURVEY, ABSTRACT NO. 458 IN TRAVIS COUNTY, TEXAS, BEING OUT OF THE REMNANT PORTION OF A CALLED 32.290 ACRE TRACT CONVEYED TO WEISS LIVING TRUST, RECORDED IN DOCUMENT NO. 2020015480 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

EXHIBIT OF



AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
1601 N MOPAC EXP, BLDG 3, STE 200 | AUSTIN, TX 78769 | 512.454.8711
TBP# FIRM REGISTRATION #470 | TAPLS FIRM REGISTRATION #10028901

March 8, 2024

JOB No.:

50627-01

SHEET 2 OF 2

FIELD NOTES
FOR

A 4.384 ACRE OR 190,958 SQUARE FOOT TRACT OF LAND, SITUATED IN THE E. KIRKLAND SURVEY, ABSTRACT NO. 458 IN TRAVIS COUNTY, TEXAS, BEING OUT OF A CALLED 32.290 ACRE TRACT CONVEYED TO WEISS LIVING TRUST, RECORDED IN DOCUMENT NO. 2020015480 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. SAID 4.384 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

BEGINNING at a ½" iron rod with yellow cap marked "Pape-Dawson" found on a point in the west right-of-way line of Weiss Lane, a variable width right-of-way, said point being the easternmost northeast corner of Lot 1, Block Y, Lakeside Meadows, Phase 1, a subdivision according to the plat recorded in Document No. 202300053 of the Official Public Records of Travis County, Texas, same being the southeast corner of said 32.290 acre tract for the southeast corner and **POINT OF BEGINNING** hereof;

THENCE departing the west right-of-way line of said Weiss Lane, with the north boundary line of said Lot 1, Block Y, same being the south boundary line of said 32.290-acre tract, the following two (2) courses and distances:

N 62°31'41" W, a distance of **791.12 feet** to an iron rod with illegible cap found for an angle point hereof, and

N 62°41'06" W, a distance of **698.90 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found on an interior corner of said Lot 1, Block Y, same being the southwest corner of said 32.290-acre tract, for the southwest corner hereof,

THENCE N 27°19'48" E, with the east boundary line of said Lot 1, Block Y, in part being the east right-of-way line of Colorado Sands Drive, a 70 foot wide right-of-way, recorded in said Lakeside Meadows, Phase 1, and in part with the east boundary line of a called 29.090-acre tract, conveyed to Meritage Homes of Texas, LLC, recorded in Document No. 2021094241 of said Official Public Records, same being the west boundary line of said 32.290-acre tract, a distance of **261.92 feet** to a calculated point for the northwest corner hereof,

THENCE, departing the east boundary line of said 29.090-acre tract, through the interior of said 32.290-acre tract, the following twelve (12) courses and distances:

1. **S 35°04'41" E**, a distance of **152.43 feet** to a calculated point of non-tangent curvature hereof,
2. along the arc of a curve to the left having a radius of **645.00 feet**, a central angle of **07°31'27"**, a **chord bearing and distance of S 38°51'04" E, 84.64 feet**, an arc length of **84.70 feet** to a calculated point of non-tangency hereof,
3. **S 42°25'03" E**, a distance of **118.59 feet** to a calculated angle point hereof,

4. S 61°29'19" E, a distance of 113.33 feet to a calculated angle point hereof,
5. S 61°59'56" E, a distance of 341.97 feet to a calculated angle point hereof,
6. S 62°24'41" E, a distance of 298.31 feet to a calculated angle point hereof,
7. N 72°35'19" E, a distance of 14.14 feet to a calculated angle point hereof,
8. S 62°24'41" E, a distance of 242.09 feet to a calculated angle point hereof,
9. N 72°35'19" E, a distance of 7.07 feet to a calculated angle point hereof,
10. S 62°24'41" E, a distance of 25.24 feet to a calculated angle point hereof,
11. S 17°24'41" E, a distance of 21.21 feet to a calculated angle point hereof, and
12. S 62°24'41" E, a distance of 115.62 feet to a calculated point on the west right-of-way line of said Weiss Lane, same being the east boundary line of said 32.290-acre tract for the northeast corner hereof,

THENCE S 27°28'19" W, with the west right-of-way line of said Weiss Lane, same being the east boundary line of said 32.290-acre tract a distance of **108.32 feet** to the **POINT OF BEGINNING** and containing 4.384 acres in Travis County, Texas. Said tract being described in accordance with an exhibit prepared under Job No. 50627-00 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: March 8, 2024
JOB No.: 50627-00
DOC.ID.: H:\Survey\CIVIL\50627-00\Exhibit\Word\FN50627-00_4.384Ac.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01



EXHIBIT B

1.759 Acre TCE
Temporary Construction Easement
William Caldwell Survey No. 66, Abstract No. 162
Travis County, Texas

DESCRIPTION FOR A 1.759 ACRE
TEMPORARY CONSTRUCTION EASEMENT

DESCRIPTION OF A 1.759 ACRE (76,631 SQUARE FOOT) EASEMENT, OUT OF THE WILLIAM CALDWELL SURVEY NO. 66, ABSTRACT NO. 162, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT TRACT DESCRIBED AS 320.043 ACRES CONVEYED TO LAKESIDE MEADOWS, LLC BY SPECIAL WARRANTY DEED WITH VENDOR'S LIEN DATED APRIL 27, 2021, AS RECORDED IN DOCUMENT NO. 2021093698, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 1.759 ACRE EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point at the northwest corner of this easement, and the south line of a 40 foot waterline easement recorded in Document No. 2004076672, Official Public Records, Travis County, Texas, being in the west line of the remainder of said 320.043 acre Lakeside Meadows tract, and the east line of that tract described as 130.938 acres conveyed to NP Lakeside 130, LLC by Special Warranty Deed, as recorded in Document No. 2022035662, Official Public Records, Travis County, Texas, from which a 1/2-inch iron rod with "Pape-Dawson" cap found in the west line of that tract described as 32.290 acres conveyed to H.L. Weiss, Jr., Merle A. Weiss and Nathan Leonard Weiss, Trustees of the Weiss Living Trust dated May 7, 2019, by General Warrant Deed, and recorded in Document No. 2019068771, Official Public Records, Travis County, Texas, as corrected in Document No. 2020015480, Official Public Records, Travis County, Texas, bears North 10°13'43" East 116.41 feet to a calculated point at the northwest corner of the remainder of said 320.043 acre Lakeside Meadows tract, being the southwest corner of said 32.290 acre Weiss Living Trust tract, and North 27°19'36" East 211.22 feet, said POINT OF BEGINNING having Surface Coordinates of N=10,131,148.11, E=3,164,809.20;

- 1) THENCE, along the north line of this easement, and the west line of said 40 foot waterline easement, crossing the remainder of said 320.043 acre Lakeside Meadows tract, **South 62°43'21" East 554.86 feet** to a 1/2-inch iron rod with "SAM INC" cap found at the northeast corner of this easement, being at an angle point in the west line of said 40 foot waterline easement, from which a 1/2-inch iron rod with "SAM INC" cap found at an angle point in the east line of said 40 foot waterline easement, bears North 72°13'58" East 56.52 feet, and from which a 1/2-inch iron rod with "Pape-Dawson" cap found at an interior ell corner in the east line of the remainder of said 320.043 acre Lakeside Meadows tract, being at the northwest corner of that tract described as 5.10 acres conveyed to Helen Noneman by Special Warranty Deed, as recorded in Document No. 2012194992, Official Public Records, Travis County, Texas, bears North 84°45'47 East 83.49 feet;
- 2) THENCE, along the east line of this easement, and the west line of said 40 foot waterline easement, crossing the remainder of said 320.043 acre Lakeside Meadows tract, **South 27°11'17" West 794.01 feet** to a calculated point at the southeast corner of this easement, from which a 1/2-inch iron rod found at the southwest corner of that tract described as 15.630 acres (Tract 2) conveyed to USRLP Pflugerville II, LLC by Special Warranty Deed, as recorded in Document No. 2021191214, Official Public Records, Travis County, Texas, being at the northwest corner of Lot 9, Lakeside Meadows Industrial, Phase 3, a subdivision of record in Document No. 202100176, Official Public Records, Travis County, Texas, also being in the east line of Lot 9A, in said Lakeside Meadows Industrial, Phase 3 subdivision bears South 27°11'17" West 31.50 feet, South 63°07'05" East 111.91 feet, and South 27°05'51" West 424.79 feet;
- 3) THENCE, along the south line of this easement, crossing the remainder of said 320.043 acre Lakeside Meadows tract, **North 62°48'43" West 60.00 feet** to a calculated point at the southwest corner of this easement;

THENCE, along the west line of this easement, crossing the remainder of said 320.043 acre Lakeside Meadows tract, the following two (2) courses, numbered 4 and 5:

- 4) **North 27°11'17" East 734.10 feet** to a calculated point, and
- 5) **North 62°43'21" West 462.06 feet** to a calculated point set in the west line of the remainder of said 320.043 acre Lakeside Meadows tract and the east line of said 130.938 acre NP Lakeside 130 tract;

1.759 Acre TCE

THENCE, continuing along the west line of this easement and the remainder of said 320.043 acre Lakeside Meadows tract, and the east line of said 130.938 acre NP Lakeside 130 tract, the following two (2) courses, numbered 6 and 7:

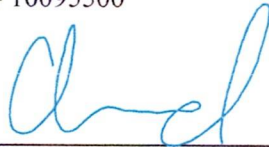
- 6) **North 17°03'57" West 30.21 feet** to a calculated point, and
- 7) **North 10°13'43" East 40.16 feet** to the POINT OF BEGINNING and containing 1.759 acres (76,631 square feet) of land within these metes and bounds.

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\1.759 Ac Lakeside Meadows TCE

Issued 12/19/2022

AUSTIN GRID S-36
TCAD# 0267500130

**SKETCH TO ACCOMPANY DESCRIPTION
OF 1.759 AC. OR 76,631 SQ. FT. OF LAND OUT OF
THE WILLIAM CALDWELL SURVEY NO. 66, ABSTRACT NO. 162
AUSTIN, TRAVIS COUNTY, TEXAS**

LAKESIDE MEADOWS, LLC
DOC. NO. 2021093698
O.P.R.T.C.T.
REMAINDER
(320.043 ACRES)
APRIL 27, 2021

MERITAGE HOMES
OF TEXAS, LLC
DOC. NO. 2021094241
O.P.R.T.C.T.
(29.090 ACRE TRACT)
APRIL 27, 2021

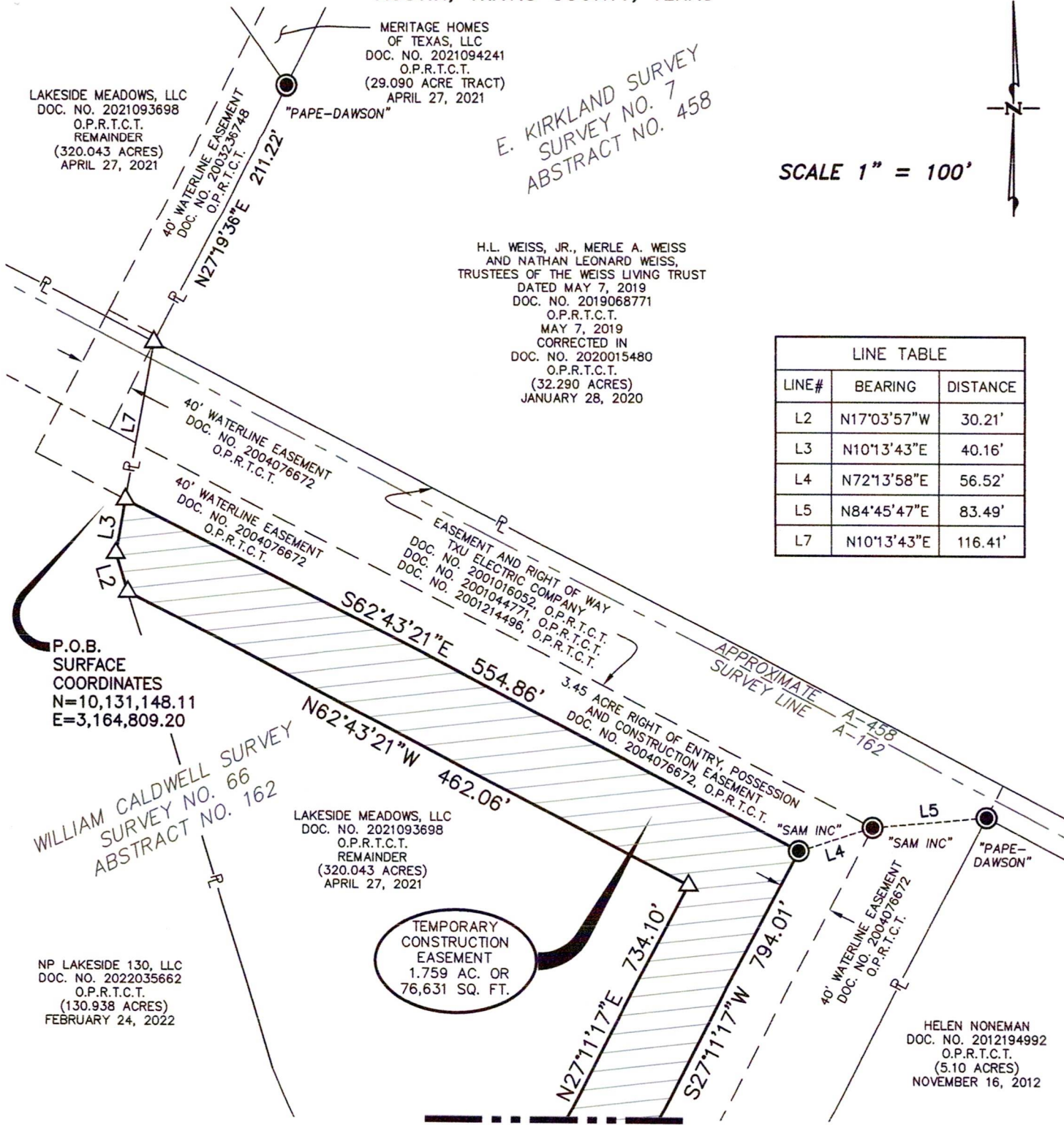
E. KIRKLAND SURVEY
SURVEY NO. 7
ABSTRACT NO. 458

SCALE 1" = 100'



H.L. WEISS, JR., MERLE A. WEISS
AND NATHAN LEONARD WEISS,
TRUSTEES OF THE WEISS LIVING TRUST
DATED MAY 7, 2019
DOC. NO. 2019068771
O.P.R.T.C.T.
MAY 7, 2019
CORRECTED IN
DOC. NO. 2020015480
O.P.R.T.C.T.
(32.290 ACRES)
JANUARY 28, 2020

LINE TABLE		
LINE#	BEARING	DISTANCE
L2	N17°03'57"W	30.21'
L3	N10°13'43"E	40.16'
L4	N72°13'58"E	56.52'
L5	N84°45'47"E	83.49'
L7	N10°13'43"E	116.41'



P.O.B.
SURFACE
COORDINATES
N=10,131,148.11
E=3,164,809.20

WILLIAM CALDWELL SURVEY
SURVEY NO. 66
ABSTRACT NO. 162

LAKESIDE MEADOWS, LLC
DOC. NO. 2021093698
O.P.R.T.C.T.
REMAINDER
(320.043 ACRES)
APRIL 27, 2021

NP LAKESIDE 130, LLC
DOC. NO. 2022035662
O.P.R.T.C.T.
(130.938 ACRES)
FEBRUARY 24, 2022

TEMPORARY
CONSTRUCTION
EASEMENT
1.759 AC. OR
76,631 SQ. FT.

HELEN NONEMAN
DOC. NO. 2012194992
O.P.R.T.C.T.
(5.10 ACRES)
NOVEMBER 16, 2012

MATCHLINE - PAGE 5 OF 5

TCAD# 0267500130

SURVEYED BY: PAGE 4 OF 5

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

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

**SKETCH TO ACCOMPANY DESCRIPTION
OF 1.759 AC. OR 76,631 SQ. FT. OF LAND OUT OF
THE WILLIAM CALDWELL SURVEY NO. 66, ABSTRACT NO. 162
AUSTIN, TRAVIS COUNTY, TEXAS**

SCALE 1" = 100'



WILLIAM CALDWELL SURVEY
SURVEY NO. 66
ABSTRACT NO. 162

LINE TABLE		
LINE#	BEARING	DISTANCE
L1	N62°48'43"W	60.00'
L6	S27°11'17"W	31.50'

NP LAKESIDE 130, LLC
DOC. NO. 2022035662
O.P.R.T.C.T.
(130.938 ACRES)
FEBRUARY 24, 2022

TEMPORARY
CONSTRUCTION
EASEMENT
1.759 AC. OR
76,631 SQ. FT.

LAKESIDE MEADOWS INDUSTRIAL
PHASE 3
DOC. NO. 202100176
O.P.R.T.C.T.

USRLP PFLUGERVILLE, LLC
DOC. NO. 2020018097
O.P.R.T.C.T.
REMAINDER
(63.147 ACRES)
FEBRUARY 3, 2020

LOT 9A
PUBLIC PARKLAND &
DRAINAGE EASEMENT
(14.321 ACRES)

(S27°05'44"W)
(424.44')
S27°05'51"W
424.79'

LOT 9
PRIVATE OPEN SPACE/
DRAINAGE EASEMENT
(5.316 ACRES)

USRLP PFLUGERVILLE II, LLC
DOC. NO. 2021191214
O.P.R.T.C.T.
TRACT 2
(15.630 ACRES)
AUGUST 26, 2021

LEGEND

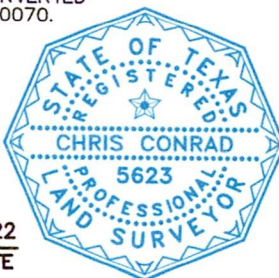
- 1/2" IRON ROD WITH CAP FOUND
- CALCULATED POINT
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- PROPERTY LINE
- R.O.W. RIGHT OF WAY
- DISTANCE NOT TO SCALE
- RECORD INFORMATION

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 DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND WOULD BE SUBJECT TO ANY AND ALL EASEMENTS, CONDITIONS OR RESTRICTIONS THAT A CURRENT TITLE COMMITMENT MAY DISCLOSE.

Chris Conrad

12/19/2022

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



TCAD# 0267500130

ISSUED: 12-19-2022

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 S-36

JOB NO.: 22-009



Weiss Lane Permanent Water Lines Easement
Parcel No. 7C
Owner: Lakeside Meadows, LLC
Page 1 of 4

PARCEL 7C – PERMANENT WATER LINES EASEMENT

FOR A 0.730 ACRE TRACT OF LAND SITUATED IN THE WILLIAM CALDWELL SURVEY NO. 66, ABSTRACT NO. 162, OF TRAVIS COUNTY TEXAS, BEING A PART OF A CALLED 320.043 ACRE TRACT OF LAND DESCRIBED IN A DEED TO LAKESIDE MEADOWS, LLC AND RECORDED IN DOCUMENT NO. 2021093698 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, SAID 0.730 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with yellow cap stamped “Pape Dawson” found for the northwest corner of called 5.10 acre tract of land described in a deed to Helen Noneman and recorded in Document No. 2012194992 of the Official Public Records of said County and the inside ell corner of said 320.043 Acres;

THENCE through the interior of said 320.043 acres, South 36° 59’ 45” West, a distance of 658.44 feet to a calculated point having a Texas Central State Plane NAD ’83 (HARN ’93) Grid Coordinate of: Northing = 10,129,691.8 feet and Easting = 3,164,827.6 feet for an angle point and **POINT OF BEGINNING** hereof;

THENCE through the interior of said 320.043 acre tract, (L1) **South 72° 11’ 53” West**, a distance of **121.31 feet** to a calculated point on the east line of a called 130.938 acre tract of land described in a to NP Lakeside 130, LLC and recorded in Document No. 2022035662 of the Official Public Records of said County, for the southwest corner hereof;

THENCE (L2) with the east line of said 320.043 acre tract, **North 26° 49’ 53” East**, a distance of **35.13 feet** to a calculated point for the northwest corner hereof;

THENCE through the interior of said 320.043 acre tract, the following four (4) courses and distances:

- 1) (L3) **North 72° 11’ 53” East**, a distance of **93.34 feet** to a calculated angle point hereof;
- 2) **North 27° 11’ 17” East**, a distance of **642.11 feet** to a calculated angle point hereof;
- 3) **South 62° 35’ 14” East**, a distance of **895.46 feet** to a calculated angle point hereof;

4) (L4) **North 27° 33' 37" East**, a distance of **7.37 feet** to a calculated point on the common north line of said 320.043 acre tract and the south line of a called 32.290 acre tract of land described to Don Lee Weiss, H.L, et al. and recorded in Document No. 2001065238 of the Official Public Records of said County, for an angle point hereof;

THENCE with the common north line of said 320.043 acre tract and the south line of said 32.290 acre tract, (L5) **South 62° 36' 47" East**, a distance of **15.00 feet** to a calculated point on the west line of a 10-foot wide Public Utility Easement recorded in Document No. 2017029646 of the Official Public Records of said County and corrected in Document No. 2019046582 of the Official Public Records of said County, for the east corner hereof;

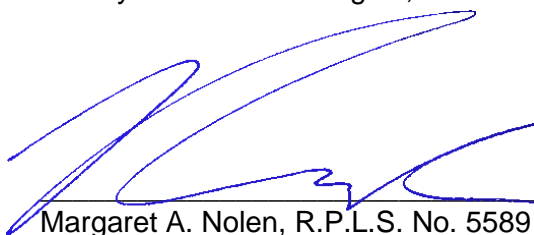
THENCE with the west line of said 10-foot wide Public Utility Easement, (L6) **South 27° 33' 37" West**, a distance of **25.38 feet** to a calculated point on the common south line of said 281.80 acre tract and the north line of a called 5.10 acre tract of land described in a deed to Helen Noneman, and recorded in Document No. 2012194992 of the Official Public Records of said County, for the southeast corner hereof;

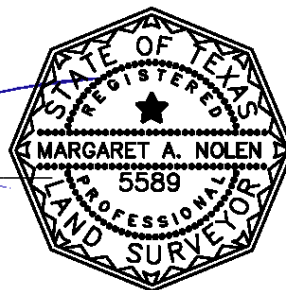
THENCE in part with the common south line of said 320.043 acre tract and the north line of said 5.10 acre tract, **North 62° 35' 14" West**, pass a 1/2-inch iron rod with yellow cap stamped "Pape Dawson" found on the south line of said 281.80 acre tract, same being the northwest corner of said 5.10 acre tract at a distance of 779.89 feet, continuing for a total distance of **890.35 feet** to a calculated angle point hereof;

THENCE through the interior of said 320.043 acre tract in part with the west line of a right-of-entry and possession water utility and access easement recorded in Document No. 2004076672 of the Official Public Records of said County, **South 27° 11' 17" West**, a distance of **639.39 feet** to the **POINT OF BEGINNING** of and containing 2.408 acres of land, based on the survey performed by CP&Y, Inc., Round Rock, Texas.

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

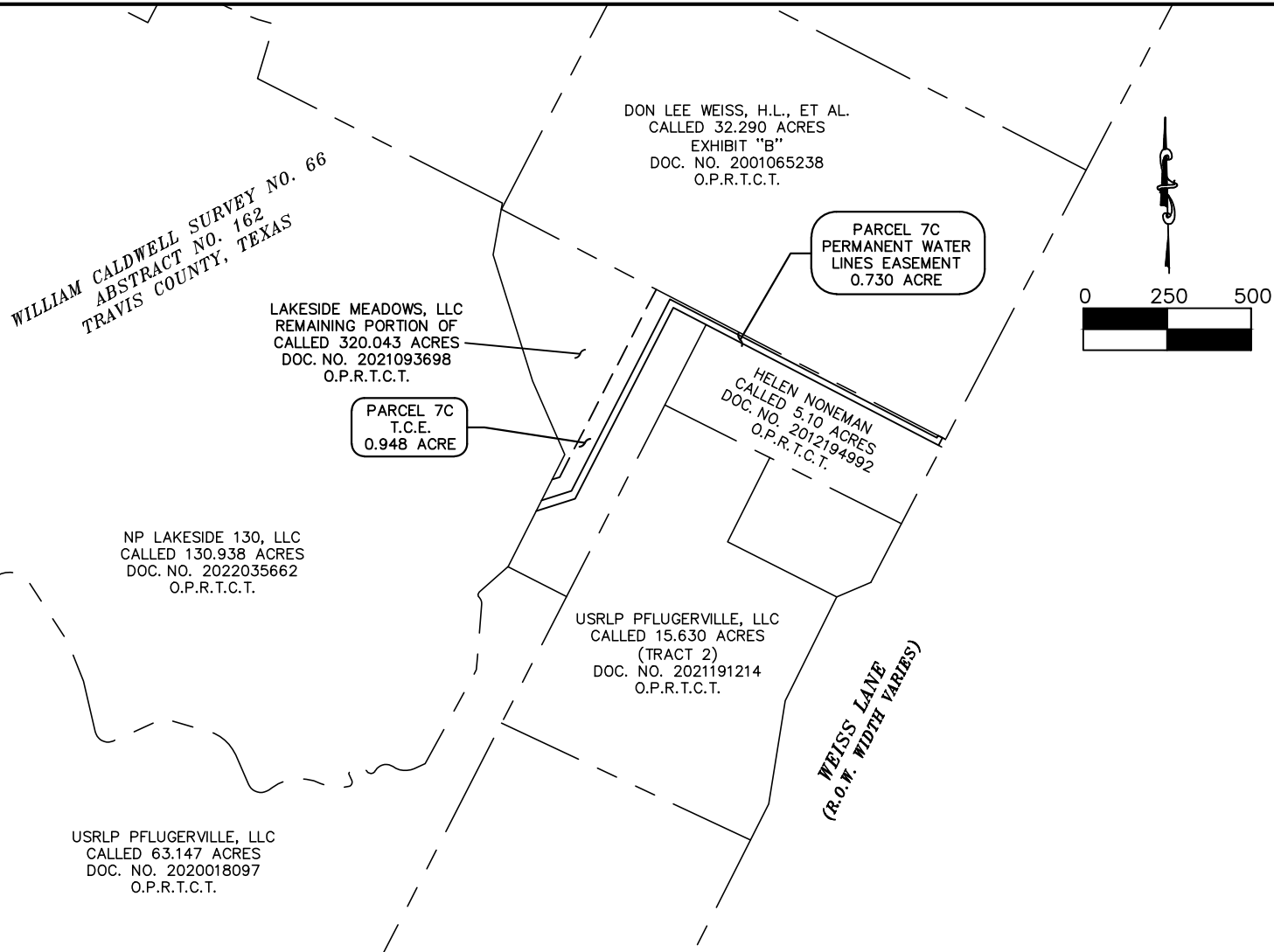
Surveyed in the field August, 2020.





Margaret A. Nolen, R.P.L.S. No. 5589
CP&Y, Inc.
One Chisholm Trail, Suite 130
Round Rock, Texas 78681
Ph. (512) 248-0065
TBPELS Firm No. 10194125
Project No. 1800978

**DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION OF A
PERMANENT WATER LINES EASEMENT (0.730 ACRE)
LOCATED IN THE WILLIAM CALDWELL SURVEY NO. 66, ABSTRACT NO. 162, TRAVIS COUNTY, TEXAS
AND BEING PART OF THE REMAINING PORTION OF A CALLED 320.043 ACRE TRACT OF LAND
DESCRIBED IN A DEED TO LAKESIDE MEADOWS, LLC AND RECORDED IN DOCUMENT NO. 2021093698
OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS**



DON LEE WEISS, H.L., ET AL.
CALLED 32.290 ACRES
EXHIBIT "B"
DOC. NO. 2001065238
O.P.R.T.C.T.

PARCEL 7C
PERMANENT WATER
LINES EASEMENT
0.730 ACRE

LAKESIDE MEADOWS, LLC
REMAINING PORTION OF
CALLED 320.043 ACRES
DOC. NO. 2021093698
O.P.R.T.C.T.

PARCEL 7C
T.C.E.
0.948 ACRE

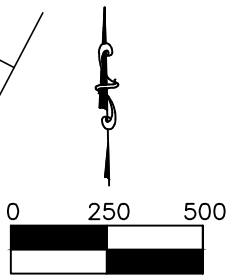
HELEN NONEMAN
CALLED 5.10 ACRES
DOC. NO. 2012194992
O.P.R.T.C.T.

NP LAKESIDE 130, LLC
CALLED 130.938 ACRES
DOC. NO. 2022035662
O.P.R.T.C.T.

USRLP PFLUGERVILLE, LLC
CALLED 15.630 ACRES
(TRACT 2)
DOC. NO. 2021191214
O.P.R.T.C.T.

USRLP PFLUGERVILLE, LLC
CALLED 63.147 ACRES
DOC. NO. 2020018097
O.P.R.T.C.T.

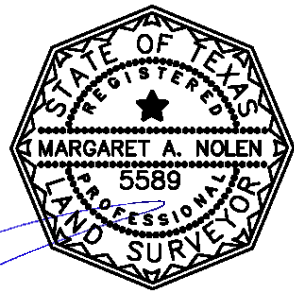
WEISS LANE
(R.O.W. WIDTH VARIES)



LEGEND

- △ = CALCULATED POINT
- = IRON ROD WITH CAP "AS NOTED" FOUND
- = 1/2" IRON ROD FOUND UNLESS NOTED OTHERWISE
- D.R.T.C.T. = DEED RECORDS OF TRAVIS COUNTY, TEXAS
- R.P.R.T.C.T. = REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS
- O.P.R.T.C.T. = OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- T.C.E. = TEMPORARY CONSTRUCTION EASEMENT
- P.O.C. = POINT OF COMMENCEMENT

- GENERAL NOTES:
- 1) SUBJECT TO ANY AND ALL COVENANTS, RESTRICTIONS, EASEMENTS AND CONDITIONS THAT MAY BE APPLICABLE.
 - 2) BEARINGS ARE BASED ON THE TEXAS CENTRAL ZONE STATE COORDINATE SYSTEM NAD'83 (HARN'93) WHICH IS BASED ON THE TRIMBLE RTKNET.
 - 3) ALL DISTANCES ARE SURFACE DISTANCES.



(Handwritten signature in blue ink)
MARGARET A. NOLEN, RPLS NO. 5589



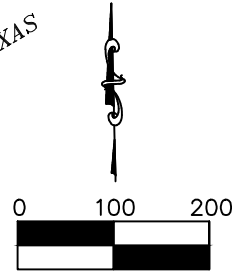
1 Chisholm Trail, Suite 130
Round Rock, Texas 78681 512.248.0065
TEXAS REGISTERED ENGINEERING FIRM F-1741
TBPELS 10194125

G:\PROJECTS\1800978 - Weiss Lane - City of Pflugerville\PARCELS\1800978 PARCEL 7C WL.dwg 3/17/2023 - 4:36am

**DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION OF A
PERMANENT WATER LINES EASEMENT (0.730 ACRE)
LOCATED IN THE WILLIAM CALDWELL SURVEY NO. 66, ABSTRACT NO. 162, TRAVIS COUNTY, TEXAS
AND BEING PART OF THE REMAINING PORTION OF A CALLED 320.043 ACRE TRACT OF LAND
DESCRIBED IN A DEED TO LAKESIDE MEADOWS, LLC AND RECORDED IN DOCUMENT NO. 2021093698
OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS**

DON LEE WEISS, H.L., ET AL.
CALLED 32.290 ACRES
EXHIBIT "B"
DOC. NO. 2001065238
O.P.R.T.C.T.

E KIRKLAND SURVEY
ABSTRACT NO. 458
TRAVIS COUNTY, TEXAS



NP LAKESIDE 130, LLC
CALLED 130.938 ACRES
DOC. NO. 2022035862
O.P.R.T.C.T.

LAKESIDE MEADOWS, LLC
REMAINING PORTION OF
CALLED 320.043 ACRES
DOC. NO. 2021093698
O.P.R.T.C.T.

PARCEL 7C
T.C.E.
0.948 ACRE

PARCEL 7C
PERMANENT WATER
LINES EASEMENT
0.730 ACRE

POINT OF
BEGINNING
N=10,129,691.8'
E=3,164,827.6'
GRID

HELEN NONEMAN
CALLED 5.10 ACRES
DOC. NO. 2012194992
O.P.R.T.C.T.

RIGHT-OF-ENTRY AND POSSESSION
WATER UTILITY AND ACCESS EASEMENT
DOC. NO. 2004076672 O.P.R.T.C.T.
AND JUDGEMENT DOC. NO. 2020010227 O.P.R.T.C.T.

EASEMENT AND RIGHT-OF-WAY
FOR ELECTRIC POWER AND
COMMUNICATION LINES
DOC. NO. 2001016052 O.P.R.T.C.T.
DOC. NO. 2011044771 O.P.R.T.C.T.
DOC. NO. 2001214496 O.P.R.T.C.T.

T.C.E. DOC. NO. 2004076672
O.P.R.T.C.T. AND JUDGEMENT
DOC. NO. 2020010227 O.P.R.T.C.T.

USRLP PFLUGERVILLE, LLC
CALLED 15.630 ACRES
(TRACT 2)
DOC. NO. 2021191214
O.P.R.T.C.T.

WILLIAM CALDWELL SURVEY NO. 66
ABSTRACT NO. 162
TRAVIS COUNTY, TEXAS

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

LINE TABLE		
LINE	BEARING	DIST.
L1	S 72°11'53" W	121.31'
L2	N 26°49'53" E	35.13'
L3	N 72°11'53" E	93.34'
L4	N 27°33'37" E	7.37'
L5	S 62°36'47" E	15.00'
L6	S 27°33'37" W	25.38'
L7	N 26°49'53" E	70.26'
L8	N 72°11'53" E	23.26'

LEGEND

- △ = CALCULATED POINT
- = IRON ROD WITH CAP "AS NOTED" FOUND
- = 1/2" IRON ROD FOUND UNLESS NOTED OTHERWISE
- D.R.T.C.T. = DEED RECORDS OF TRAVIS COUNTY, TEXAS
- R.P.R.T.C.T. = REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS
- O.P.R.T.C.T. = OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- T.C.E. = TEMPORARY CONSTRUCTION EASEMENT
- P.O.C. = POINT OF COMMENCEMENT

(A) 10' P.U.E.
DOC. NO. 2017029646
CORRECTED IN
DOC. NO. 2019046582 O.P.R.T.C.T.

GENERAL NOTES:

- 1) SUBJECT TO ANY AND ALL COVENANTS, RESTRICTIONS, EASEMENTS AND CONDITIONS THAT MAY BE APPLICABLE.
- 2) BEARINGS ARE BASED ON THE TEXAS CENTRAL ZONE STATE COORDINATE SYSTEM NAD'83 (HARN'93) WHICH IS BASED ON THE TRIMBLE RTKNET.
- 3) ALL DISTANCES ARE SURFACE DISTANCES.



1 Chisholm Trail, Suite 130
Round Rock, Texas 78681 512.248.0065
TEXAS REGISTERED ENGINEERING FIRM F-1741
TBPELS 10194125