

EASEMENT PURCHASE AGREEMENT

This Easement Purchase Agreement (this “Agreement”) is made and entered into by and between the CITY OF PFLUGERVILLE, TEXAS, a Texas home rule municipality (“Grantee”), and CE DEVELOPMENT, INC., a Texas corporation (“Grantor”), hereafter collectively referred to as the “Parties,” upon the premises and for the purposes set out herein and is effective as of _____, 2024 (the “Effective Date”).

INTRODUCTION

A. Grantor is the current owner of a certain 289.550 acre tract of land located in Travis County, Texas, as such real property is more fully described on Exhibit “A” attached hereto (the “Property”).

B. Grantee seeks to encumber the Property with a Wastewater Pipeline Easement Agreement in the form attached hereto as Exhibit “B” (the “Permanent Easement”) and a Temporary Access Easement Agreement in the form attached hereto as Exhibit “C” (the “Temporary Easement”) and, together with the Permanent Easement, collectively, the “Easements”) for the Carmel East Project (the “Project”). Both Exhibit “B” and Exhibit “C” are attached hereto and incorporated herein for all purposes as part of this Agreement.

C. Grantor is willing to convey and Grantee to purchase the Easements for the Purchase Price (defined below) and the Reservation (defined below).

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

I.

Purchase and Sale Agreement. For the Purchase Price and the Reservation, Grantor agrees to grant the Easements to Grantee, and Grantee agrees to deliver the Purchase Price and Reservation to Grantor for the Easements to facilitate the construction of Public infrastructure, which shall include use of the applicable portions of the Property for access, construction staging and storage, and other construction activities for the Project. The promises by Grantee and Grantor stated in this contract are the consideration for the formation of this contract. The obligation of the Grantee contained in this agreement is conditional on the City Council of Pflugerville’s approval of this Agreement. In the event the City Council does not approve this Agreement by May 31, 2024, Grantee shall pay Grantor \$100.00, as consideration for Grantor’s agreement to the condition on closing, and shall return to Grantor all original documents, unfiled with the County, at Grantee’s expense, and this Agreement shall be of no further force and effect.

II.

Purchase Price. As consideration for Grantor’s agreement to grant the Easements to Grantee, at the closing of the Easements, Grantee shall deliver to Grantor the sum of \$222,525.00 in cash or other immediately available funds (the “Purchase Price”). The Purchase Price is comprised of \$116,720.00 for the value of the real property interests being conveyed by the Easements, plus a \$105,805.00 reimbursement for certain engineering and related costs incurred by Grantor in the design of the wastewater line intended to be installed by the City in connection with the Easements.

Reservation of and Commitment for Service. Not in limitation of any other commitments by Grantee for the benefit of Grantor or the Property, as additional consideration for Grantor’s agreement to grant the Easements to Grantee, the City shall, following the closing of the Easements, reserve and commit 956 living unit equivalents of wastewater service capacity to Grantor and its successors and assigns to serve the future development of the Property (the “Reservation”). The City’s obligations with respect to the

Reservation shall survive the closing of the Easements.

III.

The Easements. The Permanent Easement shall be over the portions of the Property being more particularly described in the Wastewater Pipeline Easement Agreement (Exhibit "B"), and the Temporary Easement shall be over the portions of the Property being more particularly described in the Temporary Access Easement Agreement (Exhibit "C").

IV.

Easement Instrument. The Permanent Easement shall be in the form attached hereto as Exhibit "B", and the Temporary Easement shall be in the form attached hereto as Exhibit "C".

V.

Term. The Easements shall terminate as provided in the Easements (Exhibits "B" and "C").

VI.

Miscellaneous.

A. Closing Date; Closing Costs. The parties shall close on this transaction within fifteen (15) days of the date on which the City Council of Pflugerville approves of this Agreement. The closing shall take place at the offices of Independence Title Company, 203 West Main Street, Suite A, Pflugerville, Texas, Attn: Connie Wooster. Grantee shall pay all closing costs, including, without limitation, any escrow fees, closing fees, recording fees, and title insurance premiums and endorsements, in connection with the closing of the Easements.

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

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

Grantor: CE Development, Inc.
Attn: John S. Lloyd
6504 W. Courtyard Dr.
Austin, TX 78730-4922

C. Severability; Waiver. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is similar in terms to the illegal, invalid, or enforceable provision as is possible. Each of the rights and obligations of the parties hereto are separate covenants. Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not be deemed a waiver of such provision or any other provision, and such

party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

D. Applicable Law and Venue. The interpretation, performance, enforcement, and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Travis County, Texas.

E. Entire Agreement. This Agreement contains the entire agreement of the Parties and there are no other agreements or promises, oral or written between the Parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the Parties. This Agreement supersedes all other agreements between the Parties concerning the subject matter hereof.

F. Exhibits and Counterparts. All exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The section headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the sections. The Parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. If there is any conflict or inconsistency between the provisions of this Agreement and otherwise applicable City ordinances, the terms of this Agreement will control. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts bear the signatures of all the parties.

G. Representations and Warranties by Grantor. Grantor warrants, represents, covenants, and agrees that Grantor has fee simple absolute title to the Property described on Exhibit "A" and that Grantor meets all requirements to contract with the City of Pflugerville as provided by Chapter 38 of the City's Code of Ordinances.

H. Assignment. Grantor may freely assign this Agreement and the rights and obligations set forth herein, in whole or in part, to any subsequent owner of the Property or any portion thereof. Any assignment of all or a portion of Grantor's obligations as permitted in the forgoing sentence shall release Grantor of such obligations to the extent assumed by such assignee.

I. Eligibility Certification. Grantor certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this certification is inaccurate.

J. Franchise Tax Certification. Pursuant to Chapter 38.03 of the City of Pflugerville Code of Ordinances, Grantor certifies that it is not currently delinquent in the payment of any franchise taxes due under Chapter 171 of the Texas Tax Code, and Grantor acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

K. Payment of Debt or Delinquency to the State or Political Subdivision of the State. Pursuant to Chapter 38.04 of the City of Pflugerville Code of Ordinances, Grantor agrees that any payments owing to Grantor under the Agreement may be applied directly toward any debt or delinquency that Grantor owes the City of Pflugerville, State of Texas, or any political subdivision of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

L. Child Support Certification. Pursuant to Chapter 38.05 of the City of Pflugerville Code of Ordinances, Grantor certifies that it is not delinquent in any court ordered child support obligations and Grantor acknowledges that this Agreement may be terminated, and payment may be withheld if this

certification is inaccurate.

M. Texas Family Code Child Support Certification. Grantor certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.

[Signature page follows]

EXECUTED this the ____ day of _____, 2024 (the “Effective Date”).

GRANTOR:

CE DEVELOPMENT, INC.,
a Texas corporation

By: _____
Printed: John S. Lloyd
Title: President

GRANTEE:

CITY OF PFLUGERVILLE,
a Texas home rule municipality

By: _____
Sereniah Breland, City Manager

ATTEST:

Trista Evans, City Secretary

EXHIBIT “A”

PROPERTY

[Attached]

METES AND BOUNDS

BEING ALL OF THAT CERTAIN 289.550 ACRE TRACT OF LAND SITUATED IN THE JOHN LEISSE SURVEY NUMBER 18, ABSTRACT NUMBER 496 AND THE JOSEPH WIEHL SURVEY NUMBER 8, ABSTRACT NUMBER 802, TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 1.105 ACRE TRACT OF LAND CONVEYED TO CE DEVELOPMENT, INC. ET AL BY DEED RECORDED IN DOCUMENT NUMBER 2016127920, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS (O.P.R.T.C.TX.), BEING ALL OF A CALLED 1.377 ACRE TRACT OF LAND (TRACT 1), ALL OF A CALLED 19.336 ACRE TRACT OF LAND (TRACT 2), AND ALL OF A CALLED 19.594 ACRE TRACT OF LAND (TRACT 3) CONVEYED TO CE DEVELOPMENT, INC. BY DEED RECORDED IN DOCUMENT NUMBER 2017163658, O.P.R.T.C.TX., BEING A PORTION OF A CALLED 35.66 ACRE TRACT OF LAND (TRACT 1), ALL OF A CALLED 18.90 ACRE TRACT OF LAND (TRACT 2), AND A PORTION OF A CALLED 33.233 ACRE TRACT OF LAND (TRACT 4) CONVEYED TO CE DEVELOPMENT, INC. BY DEED RECORDED IN DOCUMENT NUMBER 2018072720, O.P.R.T.C.TX., BEING A PORTION OF A CALLED 35.540 ACRE TRACT OF LAND (TRACT 2) AND A PORTION OF A CALLED 35.758 ACRE TRACT OF LAND (TRACT 3) CONVEYED TO CE DEVELOPMENT, INC. BY DEED RECORDED IN DOCUMENT NUMBER 2015162829, O.P.R.T.C.TX., BEING A PORTION OF A CALLED 16.747 ACRE TRACT OF LAND (TRACT 1) AND A PORTION OF A CALLED 85.00 ACRE TRACT OF LAND CONVEYED TO CE DEVELOPMENT, INC. BY DEED RECORDED IN DOCUMENT NUMBER 2015162822, O.P.R.T.C.TX., BEING ALL OF A CALLED 0.997 ACRE TRACT OF LAND (TRACT 1), ALL OF A CALLED 0.958 ACRE TRACT OF LAND (TRACT 2), A PORTION OF A CALLED 29.034 ACRE TRACT OF LAND (TRACT 3), A PORTION OF A CALLED 45.533 ACRE TRACT OF LAND (TRACT 4), ALL OF A CALLED 20.292 ACRE TRACT OF LAND (TRACT 5), ALL OF A CALLED 10.290 ACRE TRACT OF LAND (TRACT 6), AND A PORTION OF A CALLED 44.114 ACRE TRACT OF LAND (TRACT 7) CONVEYED TO CE DEVELOPMENT, INC. BY DEED RECORDED IN DOCUMENT NUMBER 2017091667, O.P.R.T.C.TX., SAID 289.550 ACRE TRACT OF LAND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a capped 1/2 inch iron rod found stamped "PAPE DAWSON" at the northwest corner of said 33.233 acre tract of land, being on the east line of said 18.90 acre tract of land, same being at the southwest corner of a called 97.882 acre tract of land conveyed to Meadowlark Preserve, LLC by deed recorded in Document Number 2021255886, O.P.R.T.C.TX., for an interior corner on the north line and the **POINT OF BEGINNING** of the herein described tract of land,

THENCE, S63°16'01"E, with the south line of said 97.882 acre tract of land, with the north line of said 33.233 acre tract of land, and with the north line of said 20.292 acre tract of land, passing at a distance of 360.67 feet a capped 1/2 inch iron rod found stamped "BRYAN TECH" for the common north corner of said 33.233 acre tract of land and said 20.292 acre tract of land, continuing for a total distance of 1083.05 feet to a 1/2 inch iron rod found with illegible cap at the northeast corner of said 20.292 acre tract of land, being at an interior corner on the south line of said 97.882 acre tract of land,

THENCE, S27°28'11"W, with the east line of said 20.292 acre tract of land, with the south line of said 97.882 acre tract of land, a distance of 285.05 feet to a capped 1/2 inch iron rod found stamped "PAPE DAWSON" at the northwest corner of said 29.034 acre tract of land, being at an interior corner on the south line of said 97.882 acre tract of land,

THENCE, S39°36'18"E, with the north line of said 29.034 acre tract of land, with the north line of said 10.290 acre tract of land, and with the south line of said 97.882 acre tract of land, a distance of 1127.89 feet to a calculated point on the west line of Cameron Road (R.O.W. Varies) for the northeast corner of said 10.290 acre tract of land and the herein described tract of land, same being the southeast corner of said 97.882 acre tract of land, from which a found 12" wood fence corner post bears N16°31'09"W a distance of 2.06 feet, from which a capped 1/2 inch iron rod found stamped "GARZA" at the northeast corner of said 97.882 acre tract of land bears N27°08'42"E a distance of 2519.55 feet,

THENCE, S27°10'55"W, with the east line of said 10.290 acre tract of land, with the east line of said 0.958 acre tract of land, with the east line of said 44.114 acre tract of land, with the west line of said Cameron Road, with the west line of an approximate 1.194 acre tract of land (per Travis County Appraisal District website) owned by Travis County Trustee (no recording information found), passing at a distance of 500.00 feet a capped 1/2 inch iron rod found stamped "BRYAN TECH" at the southeast corner of said 10.290 acre tract of land, same being the northeast corner of said 0.958 acre tract of land, continuing for a total distance of 3283.41 feet to a calculated point on the north line of a called 8.90 acre tract of land conveyed to Randall J. Harlan and Darlene M. Harlan by deed recorded in Document Number 2015038577, O.P.R.T.C.TX., same being the southeast corner of said 44.114 acre tract of land and the herein described tract of land, from which a capped 1/2 inch iron rod found stamped "BRYAN TECH" bears S27°10'55"W a distance of 14.39 feet,

THENCE, N62°53'45"W, with the south line of said 44.114 acre tract of land, same being the north line of said 8.90 acre tract of land, a distance of 422.84 feet to a capped 1/2 inch iron rod found stamped "RJ SURVEYING" for the southwest corner of the herein described tract of land, same being the southeast corner of a called 43.52 acre tract of land (Tract 1) conveyed to the City of Pflugerville, Texas by deed recorded in Document Number 2017099889, O.P.R.T.C.TX.,

THENCE, over and across said 44.114 acre tract of land, over and across said 29.034 acre tract of land, over and across said 45.533 acre tract of land, over and across said 33.233 acre tract of land, over and across said 85.00 acre tract of land, with the east and north lines of said 43.52 acre tract of land, and with the north line of a called 25.250 acre tract of land (Tract 3) conveyed to the City of Pflugerville, Texas by deed recorded in Document Number 2017099899, O.P.R.T.C.TX., the following twenty-five (25) courses and distances, numbered 1 through 25:

- 1) N26°51'23"E, a distance of 535.91 feet to a capped 1/2 inch iron rod found stamped "RJ SURVEYING" for corner, being at the beginning of a curve to the left,
- 2) Along said curve to the left, having a radius of 450.00 feet, an arc length of 133.22 feet, and a chord that bears N18°25'51"E, a distance of 132.74 feet to a capped 1/2 inch iron rod found stamped "RJ SURVEYING" for corner, being at the beginning of a curve to the right,
- 3) Along said curve to the right, having a radius of 900.00 feet, an arc length of 227.40 feet, and a chord that bears N17°07'58"E, a distance of 226.79 feet to a capped 1/2 inch iron rod found stamped "RJ SURVEYING" for corner,
- 4) N62°13'24"W, a distance of 411.89 feet to a capped 1/2 inch iron rod found stamped "RJ SURVEYING" for corner, being at the beginning of a curve to the right,

- 5) Along said curve to the right, having a radius of 185.00 feet, an arc length of 540.17 feet, and a chord that bears N25°31'32"E, a distance of 367.73 feet to a 1/2 inch iron rod found for corner,
- 6) S62°16'49"E, a distance of 89.41 feet to a capped 1/2 inch iron rod found stamped "RJ SURVEYING" for corner,
- 7) N27°44'52"E, a distance of 86.44 feet to a capped 1/2 inch iron rod found stamped "RJ SURVEYING" for corner,
- 8) N62°16'23"W, a distance of 103.58 feet to a capped 1/2 inch iron rod found stamped "INLAND" for corner, being at the beginning of a curve to the right,
- 9) Along said curve to the right, having a radius of 635.00 feet, an arc length of 296.63 feet, and a chord that bears N48°53'37"W, a distance of 293.94 feet to a capped 1/2 inch iron rod found stamped "RJ SURVEYING" for corner, being at the beginning of a curve to the left,
- 10) Along said curve to the left, having a radius of 265.00 feet, an arc length of 245.06 feet, and a chord that bears N62°00'37"W, a distance of 236.43 feet to a capped 1/2 inch iron rod found stamped "RJ SURVEYING" for corner,
- 11) N88°26'41"W, a distance of 171.37 feet to a capped 1/2 inch iron rod found stamped "RJ SURVEYING" for corner, being at the beginning of a curve to the left,
- 12) Along said curve to the left, having a radius of 165.00 feet, an arc length of 98.19 feet, and a chord that bears S40°07'44"E, a distance of 96.75 feet to a capped 1/2 inch iron rod found stamped "RJ SURVEYING" for corner,
- 13) S57°13'40"E, a distance of 58.05 feet to a capped 1/2 inch iron rod found stamped "RJ SURVEYING" for corner, being at the beginning of a curve to the right,
- 14) Along said curve to the right, having a radius of 185.00 feet, an arc length of 630.97 feet, and a chord that bears S40°26'15"W, a distance of 366.66 feet to a calculated point for corner,
- 15) N30°54'05"W, a distance of 70.36 feet to a calculated point for corner, being at the beginning of a curve to the right,
- 16) Along said curve to the right, having a radius of 500.00 feet, an arc length of 606.52 feet, and a chord that bears N16°20'04"W, a distance of 570.01 feet to a capped 1/2 inch iron rod found stamped "RJ SURVEYING" for corner,
- 17) N62°31'29"W, a distance of 190.64 feet to a capped 1/2 inch iron rod found stamped "RJ SURVEYING" for corner,
- 18) S27°21'01"W, a distance of 124.51 feet to a capped 1/2 inch iron rod found stamped "RJ SURVEYING" for corner,
- 19) N62°30'31"W, a distance of 260.09 feet to a capped 1/2 inch iron rod found stamped "RJ SURVEYING" for corner,
- 20) N09°02'54"E, a distance of 29.36 feet to a 1/2 inch iron rod found for corner,
- 21) N55°32'55"E, a distance of 88.37 feet to a capped 1/2 inch iron rod found stamped "RJ SURVEYING" for corner, being at the beginning of a curve to the right,
- 22) Along said curve to the right, having a radius of 50.00 feet, an arc length of 92.29 feet, and a chord that bears N18°16'53"E, a distance of 79.74 feet to a capped 1/2 inch iron rod found stamped "RJ SURVEYING" for corner,
- 23) N62°20'04"W, a distance of 151.58 feet to a capped 1/2 inch iron rod found stamped "RJ SURVEYING" for corner,
- 24) N27°29'25"E, a distance of 635.63 feet to a capped 1/2 inch iron rod found stamped "RJ SURVEYING" for corner, and

25) N38°28'24"W, a distance of 109.77 feet to a calculated point for corner on the east line of a called 15.967 acre tract of land (Tract 2) conveyed to the August Kuhn Estate by deed recorded in Document Number 2012081067, O.P.R.T.C.TX., being at an angle point on the north line of said 25.250 acre tract of land, from which a capped 1/2 inch iron rod found stamped "RJ SURVEYING" bears S68°21'30"W a distance of 0.50 feet,

THENCE, N27°29'32"E, over and across said 85.00 acre tract of land, with the east line of said 15.967 acre tract of land, and with the east line of a called 16.925 acre tract of land (Tract 1) conveyed to August Kuhn Estate by deed recorded in Document Number 2012081067, O.P.R.T.C.TX., a distance of 423.58 feet to a capped 1/2 inch iron rod found stamped "PAPE DAWSON" at the northeast corner of said 16.925 acre tract of land, same being the southeast corner of said 16.747 acre tract of land,

THENCE, N62°45'21"W, with the south line of said 16.747 acre tract of land, with the north line of said 16.925 acre tract of land, and with the east line of Lot 82A, Block A, CARMEL WEST PHASE 3 SECTION 2, a subdivision recorded in Document Number 202100069, O.P.R.T.C.TX., passing at a distance of 1493.37 feet a capped 1/2 inch iron rod stamped "RJ SURVEYING" for an angle point on the east line of said Lot 82A, Block A, continuing for a total distance of 1735.62 feet to a capped 1/2 inch iron rod found stamped "RJ SURVEYING" for corner,

THENCE, over and across said 16.747 acre tract, over and across said 35.540 acre tract of land, over and across said 35.758 acre tract of land, over and across said 35.66 acre tract of land, with the west line of said 1.105 acre tract of land, and with the east line of said Lot 82A, Block A, the following five (5) courses and distances, numbered 1 through 5:

- 1) N07°58'01"E, a distance of 329.93 feet to a capped 1/2 inch iron rod found stamped "RJ SURVEYING" for corner,
- 2) N62°28'09"W, a distance of 595.96 feet to a capped 1/2 inch iron rod found stamped "RJ SURVEYING" for corner,
- 3) N19°40'32"W, a distance of 605.85 feet to a 1/2 inch iron rod found for corner,
- 4) N16°38'31"W, a distance of 1731.28 feet to a calculated point for corner, and
- 5) N27°44'55"E, a distance of 14.34 feet to a calculated point on the south line of Jesse Bohls Road (R.O.W. Varies) at the northeast corner of said Lot 82A, Block A, same being the northwest corner of said 1.105 acre tract of land and of the herein described tract of land, from which a 1/2 iron rod found at the northwest corner of said Lot 82A, Block A, same being the northeast corner of a called 86.5 acre tract of land conveyed to Norman E. Weiss and Virginia R. Weiss by deed recorded in Volume 3431, Page 2019, Deed Records, Travis County, Texas (D.R.T.C.TX.) bears N62°17'13"W a distance of 174.70 feet,

THENCE, with the south line of said Jesse Bohls Road, same being the north line of said 1.105 acre tract of land, the following two (2) courses and distances, numbered 1 and 2:

- 1) S62°17'13"E, a distance of 166.14 feet to a capped 1/2 inch iron rod found stamped "TLS INC" for corner, being at the beginning of a curve to the right, and

- 2) Along said curve to the right, having a radius of 282.30 feet, an arc length of 151.36 feet, and a chord that bears S44°58'30"E, a distance of 149.56 feet to a 1/2 inch iron rod found with illegible cap at the northeast corner of said 1.105 acre tract of land, being on the west line of a called 68.59 acre tract of land (2nd Tract) conveyed to Marie Vorwerk and William Vorwerk by deed recorded in Volume 736, Page 581, D.R.T.C.TX., for corner,

THENCE, S27°18'07"W, with the common line of said 1.105 acre tract and said 68.59 acre tract of land, a distance of 205.49 feet to a capped 1/2 inch iron rod found stamped "TLS INC" on the north line of said 35.66 acre tract of land at the southeast corner of said 1.105 acre tract of land, same being the southwest corner of said 68.59 acre tract of land,

THENCE, S62°44'16"E, with the common line of said 35.66 acre tract and said 68.59 acre tract of land, a distance of 167.73 feet to a capped 1/2 inch iron rod found stamped "TLS INC" on the south line of said Jesse Bohls Road, being at the beginning of a curve to the left,

THENCE, with the south line of said Jesse Bohls Road, with the north line of said 35.66 acre tract of land, with the north line of said 1.377 acre tract of land, with the north line of said 16.747 acre tract of land, with the north line of said 18.90 acre tract of land, and partially with the south line of a called 31.41 acre tract of land (First Tract) conveyed to Frederic A. Bittner by deed recorded in Volume 12744, Page 2525, Real Property Records, Travis County, Texas (R.P.R.T.C.TX.), the following sixteen (16) courses and distances, numbered 1 through 16:

- 1) Along said curve to the left, having a radius of 398.00 feet, an arc length of 165.46 feet, and a chord that bears S25°36'23"E, a distance of 164.27 feet to a calculated point for corner,
- 2) S37°27'48"E, a distance of 23.89 feet to a calculated point for corner, being at the beginning of a curve to the left,
- 3) Along said curve to the left, having a radius of 358.00 feet, an arc length of 347.58 feet, and a chord that bears S65°16'40"E, a distance of 334.09 feet to a calculated point for corner, being at the beginning of a curve to the right, from which a found 1/2 inch iron rod bears N70°36'02"W a distance of 1.82 feet,
- 4) Along said curve to the right, having a radius of 372.98 feet, an arc length of 182.84 feet, and a chord that bears S79°02'57"E, a distance of 181.01 feet to a calculated point for corner, from which a found 1/2 inch iron rod with yellow illegible cap bears S73°52'10"E a distance of 0.43 feet,
- 5) S65°00'23"E, a distance of 82.50 feet to a 1/2 inch iron rod found with yellow illegible cap for corner,
- 6) S60°54'44"E, a distance of 203.90 feet to a 1/2 inch iron rod found with yellow illegible cap for corner, being at the beginning of a curve to the left,
- 7) Along said curve to the left, having a radius of 1300.00 feet, an arc length of 93.21 feet, and a chord that bears S62°53'12"E, a distance of 93.19 feet to a 1/2 inch iron rod found for corner,
- 8) S64°58'12"E, a distance of 504.49 feet to a 1/2 inch iron rod found with illegible cap for corner,
- 9) S64°08'00"E, a distance of 237.97 feet to a calculated point for corner,

- 10) S63°03'16"E, a distance of 617.42 feet to a 1/2 inch iron rod found with illegible cap for the northeast corner of said 35.66 acre tract of land, same being the northwest corner of said 1.377 acre tract of land,
- 11) S63°07'17"E, a distance of 59.32 feet to a 1/2 inch iron rod found with yellow illegible cap for the northeast corner of said 1.377 acre tract of land, same being the northwest corner of said 16.747 acre tract of land,
- 12) S62°33'51"E, a distance of 727.18 feet to a capped 1/2 inch iron rod found stamped "TLS INC" for corner,
- 13) S63°02'16"E, a distance of 234.33 feet to a 1/2 inch iron rod found for corner,
- 14) S62°35'00"E, a distance of 410.42 feet to a capped 1/2 inch iron rod found stamped "TLS INC" for corner, being at the beginning of a curve to the left,
- 15) Along said curve to the left, having a radius of 389.00 feet, an arc length of 134.63 feet, and a chord that bears S72°30'32"E, a distance of 133.96 feet to a capped 1/2 inch iron rod found stamped "TLS INC" on the south line of said 31.41 acre tract for corner, and
- 16) S62°43'37"E, a distance of 190.59 feet to a 1/2 inch iron rod found at the northeast corner of said 18.90 acre tract of land, same being the southeast corner of said 31.41 acre tract of land,

THENCE, S27°38'32"W, with the east line of said 18.90 acre tract of land, a distance of 301.43 feet to the **POINT OF BEGINNING** and containing 289.550 acres of land, as shown on the attached sketch.

SAVE AND EXCEPT 0.481 ACRE

BEING ALL OF THAT CERTAIN 0.481 ACRE TRACT OF LAND SITUATED IN THE JOHN LEISSE SURVEY NUMBER 18, ABSTRACT NUMBER 496, BEING ALL OF A CALLED 0.48 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO THE CITY OF PFLUGERVILLE, TEXAS BY DEED RECORDED IN DOCUMENT NUMBER 2017099889, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS (O.P.R.T.C.TX.), SAID 0.481 ACRE TRACT OF LAND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a capped 1/2 inch iron rod found stamped "RJ SURVEYING" at the northeast corner of said 0.48 acre tract of land, for the northeast corner and the **POINT OF BEGINNING** of the herein described tract of land,

THENCE, over and across a called 33.233 acre tract of land (Tract 4) conveyed to CE Development, Inc. by deed recorded in Document Number 2018072720, O.P.R.T.C.TX., over and across a called 85.00 acre tract of land (Tract 2) conveyed to CE Development, Inc. by deed recorded in Document Number 2015162822, O.P.R.T.C.TX., and with the east, south, west and north lines of said 0.48 acre tract of land, the following four (4) courses and distances, numbered 1 through 4:

- 1) S27°46'42"W, a distance of 140.11 feet to a capped 1/2 inch iron rod found stamped "RJ SURVEYING" at the southeast corner of said 0.48 acre tract of land and of the herein described tract of land, from which a capped 1/2 inch iron rod found stamped "RJ SURVEYING" on the north line of a called 43.52 acre tract of land (Tract 1) conveyed to The City of Plugerville, Texas by deed recorded in Document Number 2017099889, O.P.R.T.C.TX. bears S11°29'38"E, a distance of 64.41 feet,

- 2) N62°22'50"W, a distance of 149.16 feet to a capped 1/2 inch iron rod found stamped "RJ SURVEYING" at the southwest corner of said 0.48 acre tract of land and of the herein described tract of land, from which a capped 1/2 inch iron rod found stamped "RJ SURVEYING" at the northwest corner of said 43.52 acre tract of land bears S28°34'46"W, a distance of 50.46 feet,
- 3) N27°19'06"E, a distance of 139.82 feet to a capped 1/2 inch iron rod found stamped "RJ SURVEYING" at the northwest corner of said 0.48 acre tract of land and of the herein described tract of land, and
- 4) S62°29'29"E, a distance of 150.28 feet to the **POINT OF BEGINNING** and containing 0.481 acre of land, as shown on the attached sketch.

289.550 ACRES GROSS - SAVE AND EXCEPT 0.481 ACRE = 289.069 ACRES NET

Surveyed by: John D Kipp 06/29/2023

John David Kipp, R.P.L.S. NO. 5844
Carlson, Brigance & Doering, Inc.
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160
jkipp@cbdeng.com



BEARING BASIS: TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203)
SURVEYED ON-THE-GROUND DURING THE MONTH OF APRIL 2023

SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 1000'

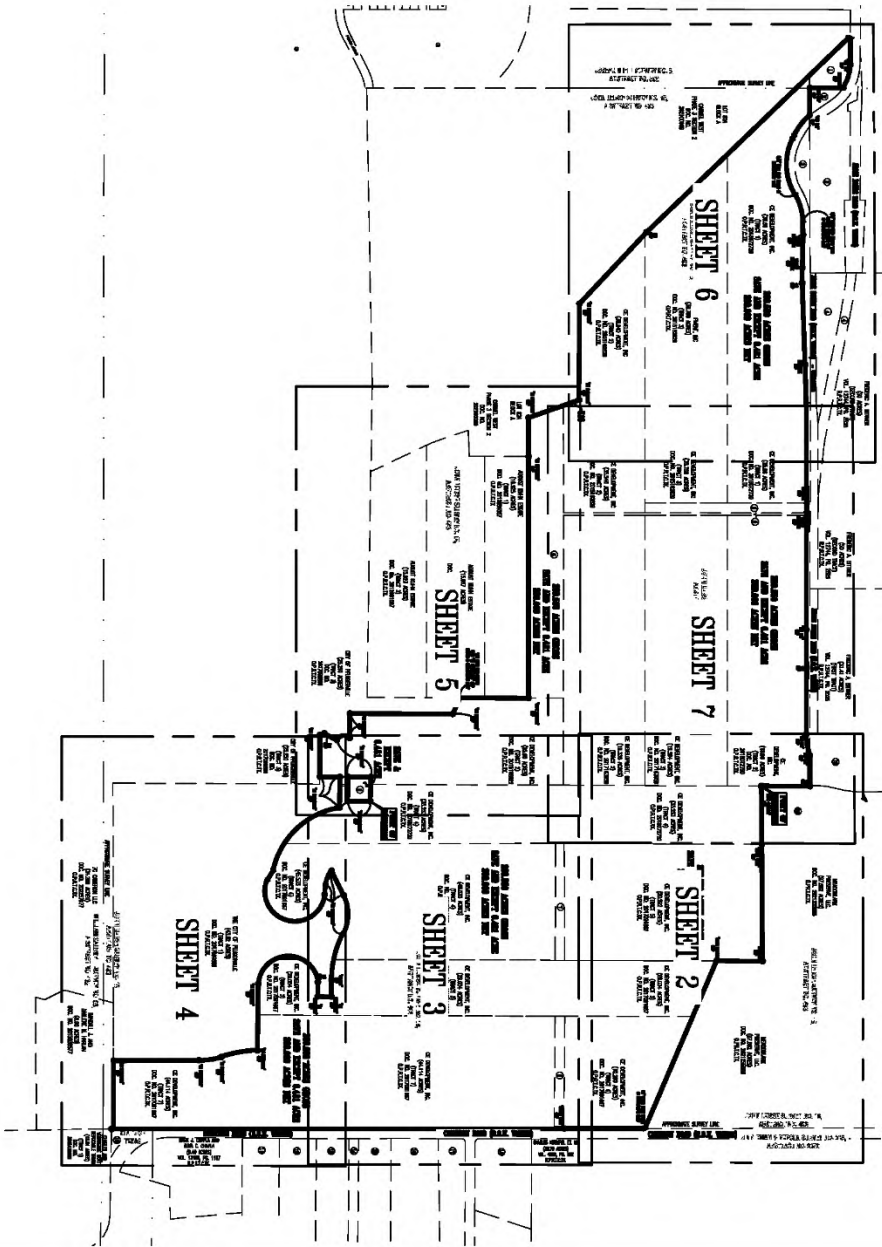
LEGEND

- 1/2" IRON ROD FOUND (AS NOTED)
 - ⊙ FENCE POST (AS NOTED)
 - △ CALCULATED POINT
 - OFFICIAL PUBLIC RECORDS
 - REAL PROPERTY RECORDS
 - DEED RECORDS
- O.P.R.I.C.I.T.X. TRANS COUNTY, TEXAS
 R.P.R.I.C.I.T.X. TRANS COUNTY, TEXAS
 D.R.I.C.I.T.X. TRANS COUNTY, TEXAS

06/29/2023




John D Kipp



SHEET 1 OF 9

J:\AC3D\5545\Survey\M&B - 289.069 ACRES - CARMEL EAST


Carlson, Brigance & Doring, Inc.
 DIRM ID #13791 REG. #1002900
 Civil Engineering Surveying
 5901 West Wilshire Avenue Austin, TX 78719
 Phone No. (512) 280-5160 Fax No. (512) 280-5165

SURVEYED ON-THE-GROUND DURING THE MONTH OF APRIL 2023
 BEARING BASIS: TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203)

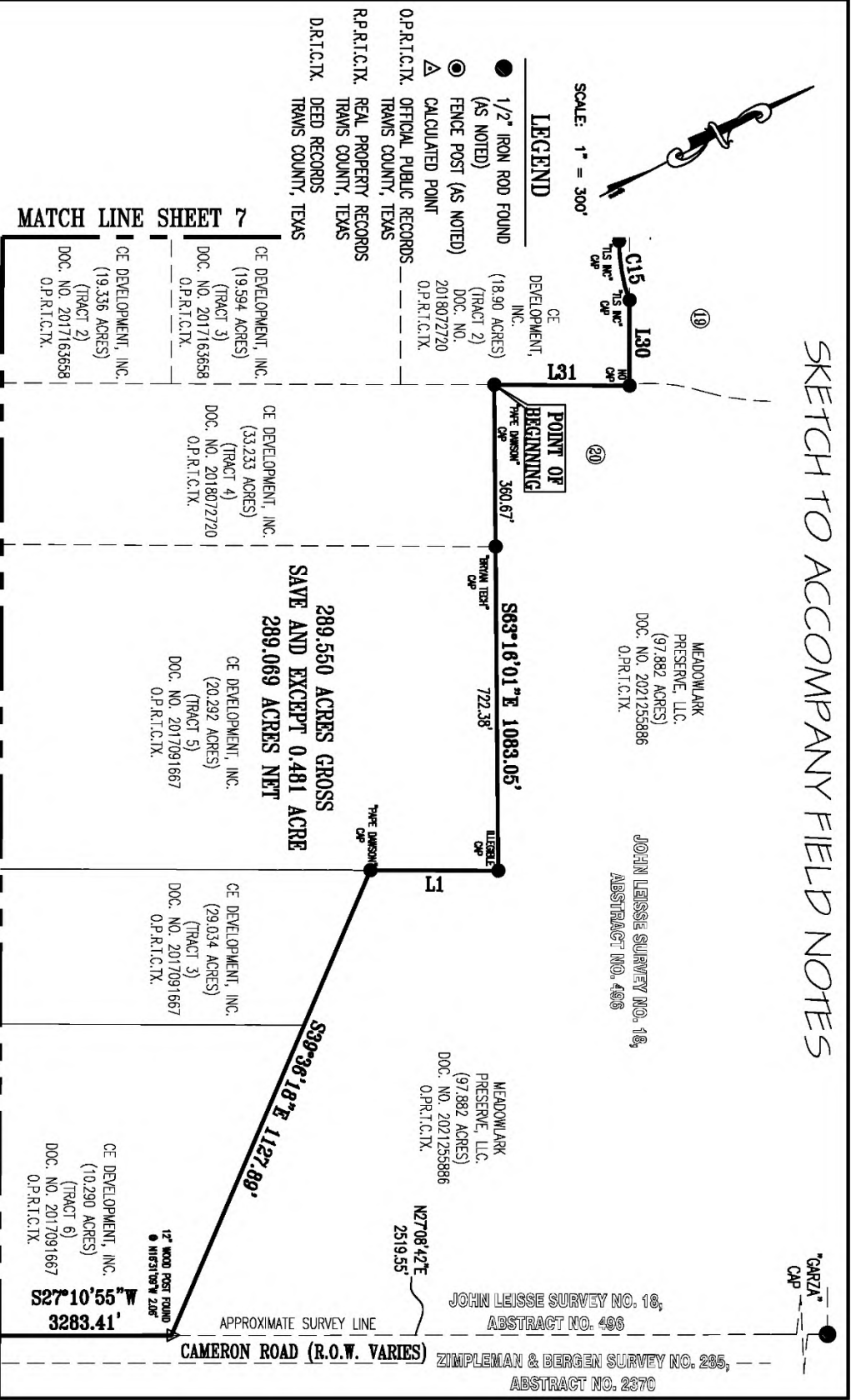
SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 300'

LEGEND

- 1/2" IRON ROD FOUND (AS NOTED)
- ⊙ FENCE POST (AS NOTED)
- △ CALCULATED POINT
- OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
- REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
- - - DEED RECORDS TRAVIS COUNTY, TEXAS




MATCH LINE SHEET 7

MATCH LINE SHEET 3

SHEET 2 OF 9

J:\AC30\5545\Survey\M&B - 289.069 ACRES - CARMEL EAST



Carlson, Brangance & Doring, Inc.

Surveying
 Engineering
 5401 West 11th Street
 Fort Worth, Texas 76179
 Phone No. (512) 298-5160 Fax No. (512) 298-5165

EIT/REG ID #R3791 REG # 1002690

SKETCH TO ACCOMPANY FIELD NOTES

MATCH LINE SHEET 2



SCALE: 1" = 300'
 CE DEVELOPMENT, INC.
 (85.00 ACRES)
 (TRACT 2)
 DOC. NO. 2015162822
 O.P.R.I.C.T.X.

LEGEND

- 1/2" IRON ROD FOUND (AS NOTED)
- FENCE POST (AS NOTED)
- △ CALCULATED POINT
- OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
- REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
- DEED RECORDS TRAVIS COUNTY, TEXAS

289.550 ACRES GROSS
 SAVE AND EXCEPT 0.481 ACRE
 289.069 ACRES NET

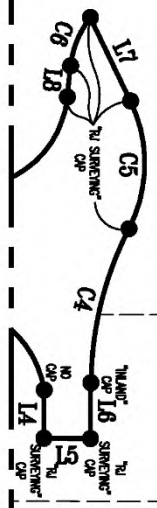
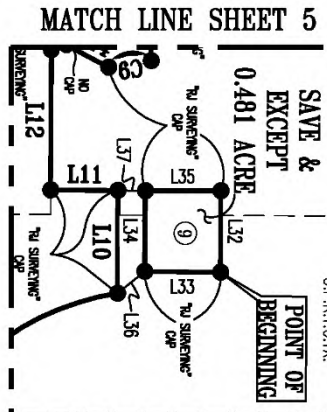
CE DEVELOPMENT, INC.
 (45.533 ACRES)
 (TRACT 4)
 DOC. NO. 2017091667
 O.P.R.I.C.T.X.

CE DEVELOPMENT, INC.
 (29.034 ACRES)
 (TRACT 3)
 DOC. NO. 2017091667
 O.P.R.I.C.T.X.

JOHN LENSE SURVEY NO. 18,
 ABSTRACT NO. 496

CE DEVELOPMENT, INC.
 (44.114 ACRES)
 (TRACT 7)
 DOC. NO. 2017091667
 O.P.R.I.C.T.X.

CHARLES KUEMPEL ET. UX
 (36.70 ACRES)
 VOL. 4892, PG. 182
 R.P.R.T.C.T.X.



MATCH LINE SHEET 4

S27°10'55"W 3283.41'

CAMERON ROAD (R.O.W. VARIES)

BEARING BASIS: TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203)

CB&D
 Carlson, Brizance & Doering, Inc.
 PLSM ID: 847391 REG. # 10024903
 Civil Engineering Surveying
 5501 West William Cannon Austin, Texas 78719
 Phone No. (512) 280-5160 Fax No. (512) 280-5165

SHEET 3 OF 9

J:\AC3D\5545\Survey\M&B - 289.069 ACRES - CARMEL EAST

SKETCH TO ACCOMPANY FIELD NOTES

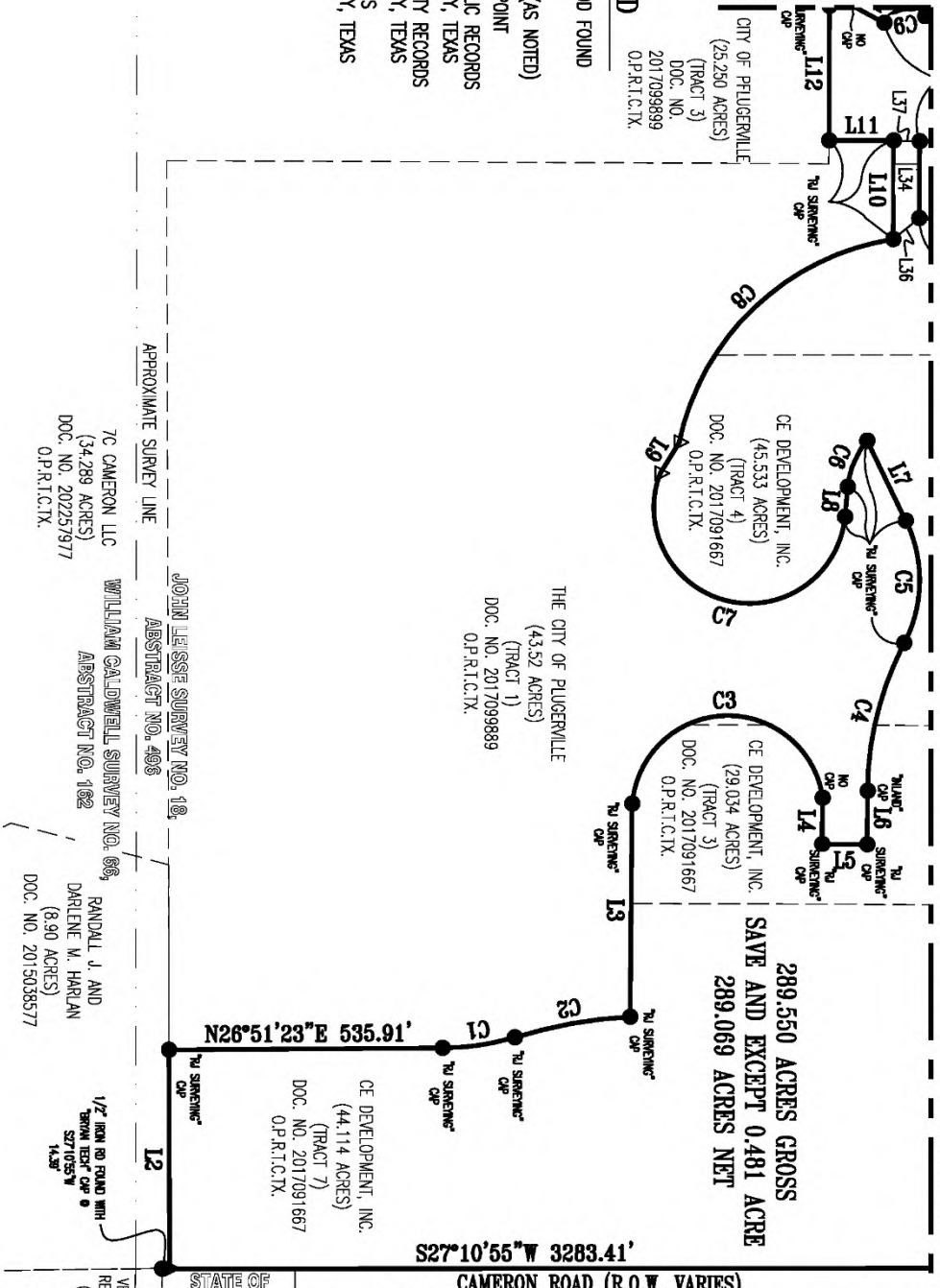
MATCH LINE SHEET 5



SCALE: 1" = 300'
 O.P.R.I.C.T.X.
 2017099889

LEGEND

- 1/2" IRON ROD FOUND (AS NOTED)
- ⊙ FENCE POST (AS NOTED)
- △ CALCULATED POINT
- OFFICIAL PUBLIC RECORDS TRAMS COUNTY, TEXAS
- REAL PROPERTY RECORDS TRAMS COUNTY, TEXAS
- DEED RECORDS TRAMS COUNTY, TEXAS



MATCH LINE SHEET 3

SHEET 4 OF 9

J:\AC3D\5545\Survey\M&B - 289.069 ACRES - CARMEL EAST

BEARING BASIS: TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203)

Carlson, Brigrance & Doering, Inc.
 ENGINEER
 5501 West William Cannon
 Austin, Texas 78719
 Phone No. (512) 288-5160 Fax No. (512) 288-5165

CREATED BY: C.B.D.
 DATE: 11/17/2017
 PROJECT: 5545

MATCH LINE SHEET 6 SKETCH TO ACCOMPANY FIELD NOTES

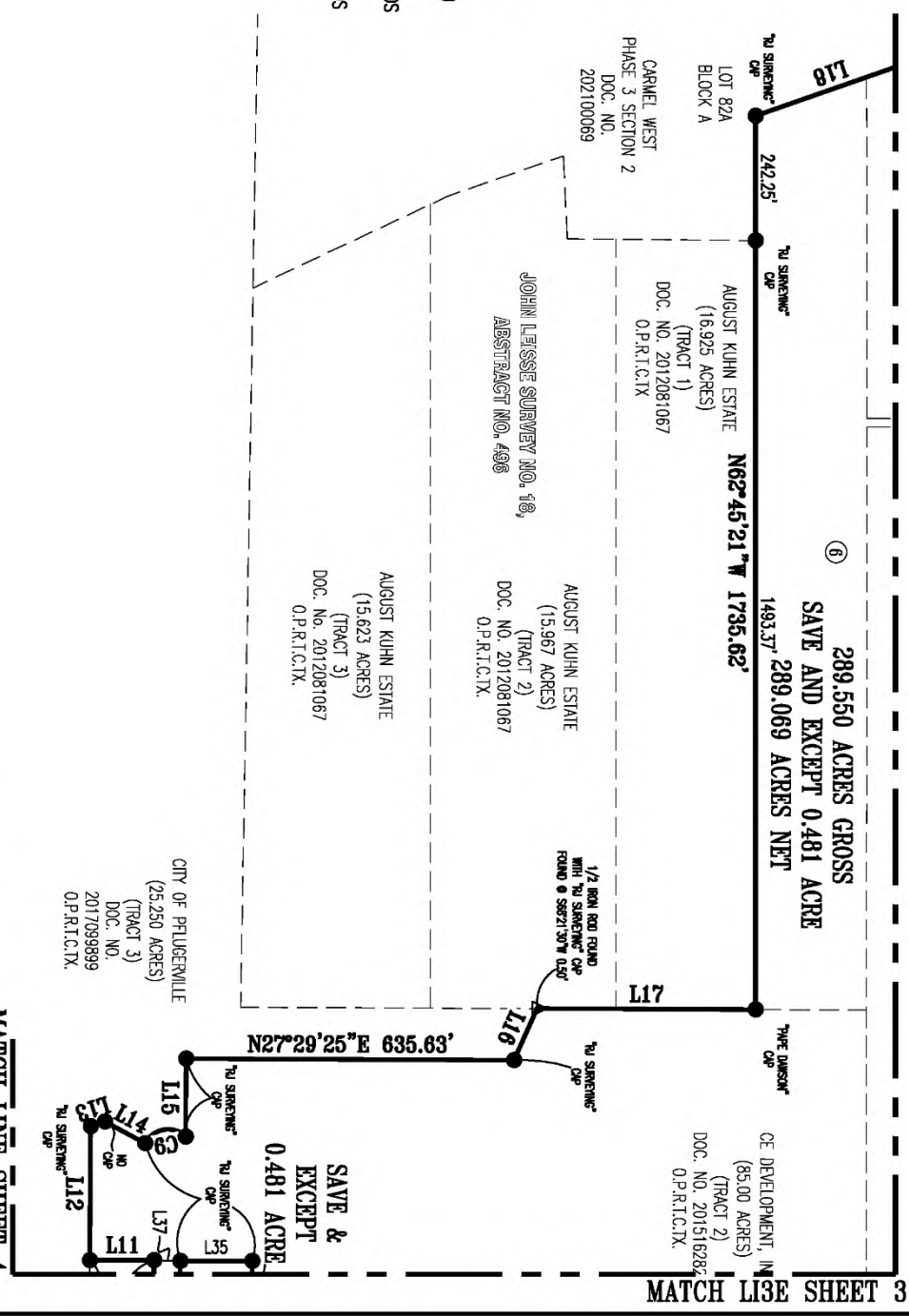
MATCH LINE SHEET 7



SCALE: 1" = 300'

LEGEND

- 1/2" IRON ROD FOUND (AS NOTED)
- FENCE POST (AS NOTED)
- △ CALCULATED POINT
- P.R.I.C.T.X. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
- P.P.R.I.C.T.X. REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
- D.R.I.C.T.X. DEED RECORDS TRAVIS COUNTY, TEXAS



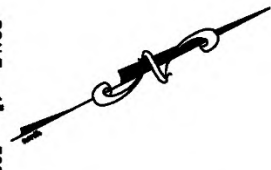
SHEET 5 OF 9

J:\AC3D\5545\Survey\M&B - 289.069 ACRES - CARMEL EAST

Carlson, Briggance & Doering, Inc.
 TRABA ID #17991 REG. # 1008900
 Civil Engineering 5501 West William Cannon Austin, Texas 78719
 Phone Nos. (512) 290-5160 Fax No. (512) 290-5165

BEARING BASIS: TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203)

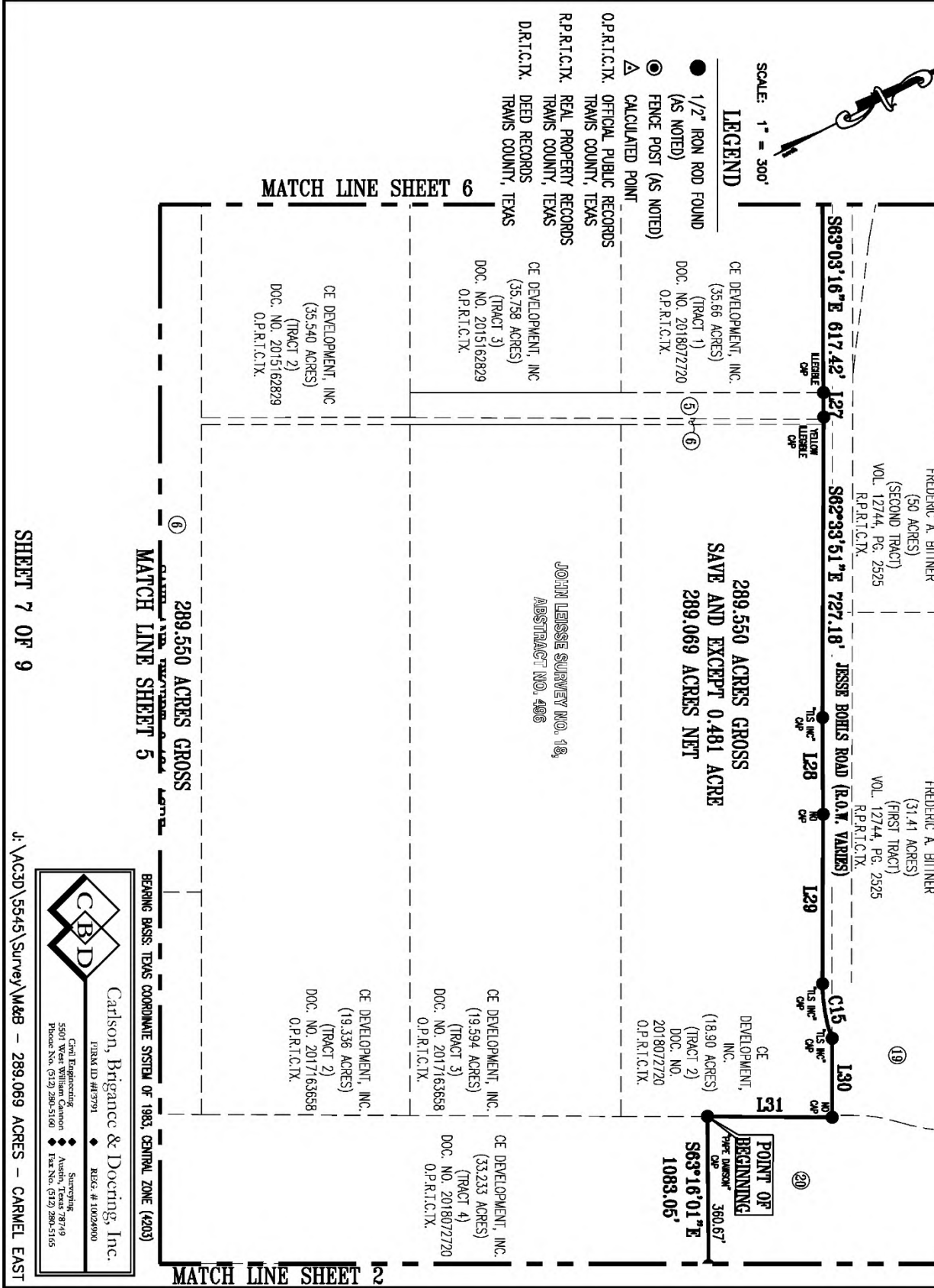
SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 300'

LEGEND

- 1/2" IRON ROD FOUND (AS NOTED)
- ⊙ FENCE POST (AS NOTED)
- △ CALCULATED POINT
- P.R.I.C.T.X. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
- P.R.I.C.T.X. REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
- D.R.I.C.T.X. DEED RECORDS TRAVIS COUNTY, TEXAS



FREDERIC A. BITTNER
(50 ACRES)
(SECOND TRACT)
VOL. 12744, PG. 2525
P.R.I.C.T.X.

FREDERIC A. BITTNER
(31.41 ACRES)
(FIRST TRACT)
VOL. 12744, PG. 2525
P.R.I.C.T.X.

289.550 ACRES GROSS
SAVE AND EXCEPT 0.481 ACRE
289.069 ACRES NET

JOHN LEISSE SURVEY NO. 18,
ABSTRACT NO. 496

289.550 ACRES GROSS
MATCH LINE SHEET 5

BEARING BASIS: TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203)

SHEET 7 OF 9

J:\AC3D\5545\Survey\M&B - 289.069 ACRES - CARMEL EAST

Carlson, Brigrance & Doering, Inc.
EDRM ID #43791 REG. # 10024900
5501 West William Cannon Austin, Texas 78719
Phone No. (512) 290-5100 Fax No. (512) 290-5165

SKETCH TO ACCOMPANY FIELD NOTES

Line Table			
Line #	Length	Direction	
L1	285.05	S27°28'11"W	
L2	422.84	N62°53'45"W	
L3	411.89	N62°13'24"W	
L4	89.41	S62°16'49"E	
L5	86.44	N27°44'52"E	
L6	103.58	N62°16'23"W	
L7	171.37	N88°26'41"W	
L8	58.05	S57°13'40"E	
L9	70.36	N30°54'05"W	
L10	190.64	N62°31'29"W	
L11	124.51	S27°21'01"W	
L12	260.09	N62°30'31"W	
L13	29.36	N09°02'54"E	
L14	88.37	N55°32'56"E	
L15	151.58	N62°20'04"W	
L16	109.77	N38°28'24"W	
L17	423.58	N27°29'32"E	
L18	329.93	N07°58'01"E	
L19	14.34	N27°44'55"E	


Line Table			
Line #	Length	Direction	
L20	166.14	S62°17'14"E	
L21	205.49	S27°18'07"W	
L22	167.73	S62°44'16"E	
L23	23.89	S37°27'48"E	
L24	82.50	S65°00'23"E	
L25	203.90	S60°54'44"E	
L26	237.97	S64°08'00"E	
L27	59.32	S63°07'17"E	
L28	234.33	S63°02'16"E	
L29	410.42	S62°35'00"E	
L30	190.59	S62°43'37"E	
L31	301.43	S27°38'32"W	
L32	150.28	S62°29'29"E	
L33	140.11	S27°46'42"W	
L34	149.16	N62°22'50"W	
L35	139.82	N27°19'06"E	
L36	64.41	S11°29'38"E	
L37	50.46	S28°34'46"W	
L38	174.70	N62°17'14"W	

Curve Table							
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA	
C1	133.22	450.00	N18°25'51"E	132.74	67.10	165°7'45"	
C2	227.40	900.00	N17°07'58"E	226.79	114.31	142°28'35"	
C3	540.17	185.00	N25°31'32"E	367.73	1661.59	167°17'38"	
C4	296.53	635.00	N48°53'37"W	293.94	151.07	26°45'54"	
C5	245.06	265.00	N62°00'37"W	236.43	132.08	52°59'08"	
C6	98.19	165.00	S40°07'44"E	96.75	50.60	34°05'45"	
C7	630.97	185.00	S40°26'15"W	366.66	1367.00	195°24'52"	
C8	606.52	500.00	N16°20'04"W	570.01	346.88	69°30'07"	
C9	92.29	50.00	N18°16'53"E	79.74	66.06	105°45'30"	
C10	151.36	282.30	S44°58'30"E	149.56	77.55	30°43'14"	
C11	165.46	398.00	S25°36'23"E	164.27	83.94	23°49'10"	
C12	347.58	358.00	S65°16'40"E	334.09	188.87	55°37'42"	
C13	182.84	372.98	S79°02'57"E	181.01	93.29	28°05'11"	
C14	93.21	1300.00	S62°53'12"E	93.19	46.53	4°08'29"	
C15	134.63	389.00	S72°30'32"E	133.96	68.00	15°49'47"	

SHEET 8 OF 9

J:\AC3D\5545\Survey\M&B - 289.069 ACRES - CARMEL EAST

BEARING BASIS: TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203)

	Carlson, Briggance & Doering, Inc.
TEXAS ID #113791 REG. # 10024900 Civil Engineering Surveying 5501 West William Cannon Austin, Texas 78719 Phone No. (512) 280-5100 Fax No. (512) 280-5105	

SKETCH TO ACCOMPANY FIELD NOTES

<p style="text-align: center;">①</p> <p>CE DEVELOPMENT, INC. ET AL TRAVIS COUNTY MUD 24 TRACT (1.105 ACRES) DOC. NO. 2016127920 O.P.R.T.C.TX.</p>	<p style="text-align: center;">②</p> <p>MARIE VORWERK AND WILLIAM VORWERK (68.59 ACRES) (2ND TRACT) VOL. 736, PG. 581 D.R.T.C.TX.</p>	<p style="text-align: center;">③</p> <p>CE DEVELOPMENT, INC. (0.69 ACRES) (TRACT 3) DOC. NO. 2018072720 O.P.R.T.C.TX.</p>	<p style="text-align: center;">④</p> <p>TRAVIS COUNTY, TEXAS (3.093 ACRES) DOC. NO. 2023047699 O.P.R.T.C.TX.</p>	<p style="text-align: center;">⑤</p> <p>CE DEVELOPMENT, INC. (1.377 ACRES) (TRACT 1) DOC. NO. 2017163658 O.P.R.T.C.TX.</p>
<p style="text-align: center;">⑥</p> <p>CE DEVELOPMENT, INC. (16.747 ACRES) (TRACT 1) DOC. NO. 2015162822 O.P.R.T.C.TX.</p>	<p style="text-align: center;">⑦</p> <p>CE DEVELOPMENT, INC. (0.997 ACRES) (TRACT 1) DOC. NO. 2017091667 O.P.R.T.C.TX.</p>	<p style="text-align: center;">⑧</p> <p>CE DEVELOPMENT, INC. (0.958 ACRES) (TRACT 2) DOC. NO. 2017091667 O.P.R.T.C.TX.</p>	<p style="text-align: center;">⑨</p> <p>THE CITY OF PLUCKERVILLE (0.48 ACRE) (TRACT 2) DOC. NO. 2017099889 O.P.R.T.C.TX.</p>	<p style="text-align: center;">⑩</p> <p>TRAVIS COUNTY TRUSTEE (APPROXIMATELY 1.19 ACRES) FROM TCAD NO RECORDED DEED</p>
<p style="text-align: center;">⑪</p> <p>BRENDA T. LOGGINS AND STEVEN W. LOGGINS (2.50 ACRES) (TRACT 4) DOC. NO. 2022039743 O.P.R.T.C.TX.</p>	<p style="text-align: center;">⑫</p> <p>BRENDA T. LOGGINS AND STEVEN W. LOGGINS (2.50 ACRES) (TRACT 1) DOC. NO. 2022039743 O.P.R.T.C.TX.</p>	<p style="text-align: center;">⑬</p> <p>LOT 4, BLOCK B MAGNOLIA RANCH ESTATES DOC. NO. 200400155 O.P.R.T.C.TX.</p>	<p style="text-align: center;">⑭</p> <p>LOT 2, BLOCK B MAGNOLIA RANCH ESTATES DOC. NO. 200400155 O.P.R.T.C.TX.</p>	<p style="text-align: center;">⑮</p> <p>LOT 3, BLOCK B MAGNOLIA RANCH ESTATES DOC. NO. 200400155 O.P.R.T.C.TX.</p>
<p style="text-align: center;">⑯</p> <p>ROBERT AND ANN LIGHT (6.631 ACRES) VOL. 13176, PG. 2044 R.P.R.T.C.TX.</p>	<p style="text-align: center;">⑰</p> <p>LOT 1, BLOCK B MAGNOLIA RANCH ESTATES DOC. NO. 200400155 O.P.R.T.C.TX.</p>	<p style="text-align: center;">⑱</p> <p>LOT 1 REVISED PLAT OF LOTS 1 AND 2 BLOCK A MAGNOLIA RANCH ESTATES DOC. NO. 200700193 O.P.R.T.C.TX.</p>	<p style="text-align: center;">⑲</p> <p>FREDERIC A. BITTNER (31.41 ACRES) (FIRST TRACT) VOL. 12744, PG. 2625 R.P.R.T.C.TX.</p>	<p style="text-align: center;">⑳</p> <p>MEADOWLARK PRESERVE, LLC. (97.862 ACRES) DOC. NO. 2021255886 O.P.R.T.C.TX.</p>

PARCEL LIST
SHEET 9 OF 9

J:\AC3D\5545\Survey\M&B - 289.069 ACRES - CARMEL EAST



Carlson, Briggance & Doores, Inc.
BRIGAD #475791 REG. # 10024000

Carl Briggance
5911 West Loop West, Suite 1000
Houston, TX 77030
Phone No. (512) 289-5169 Fax No. (512) 289-5165

Saegreth
18779
Austin, TX 78749
Phone No. (512) 289-5169 Fax No. (512) 289-5165

BEARING BASE: TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203)

EXHIBIT “B”

PERMANENT EASEMENT

[Attached]

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

WASTEWATER PIPELINE EASEMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

GRANT OF EASEMENT:

CE DEVELOPMENT, INC., a Texas corporation (“Grantor”), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto **THE CITY OF PFLUGERVILLE, TEXAS**, a home-rule city located in Travis County, Texas (“Grantee,” and, as applicable, “Holder,” as defined herein), an exclusive wastewater pipeline easement and right-of-way, subject to the reservation of rights set forth herein (“Easement”), upon and across the property of Grantor which is more particularly described on Exhibit “A”, attached hereto and incorporated herein by reference (“Easement Property”). 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. Grantor 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 to the extent that such claim arises by, through, or under Grantor, but not otherwise, subject to all matters of record and visible and apparent on the ground, to the extent the same are valid and subsisting and affect the Easement Property, and the matters set forth herein.

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 that is subject to the terms of this agreement.
 - (b) “Permitted Improvements” shall mean landscaping or planting of vegetation, driveways, parking improvements and facilities that do not

interfere with the use of the easement, and sidewalks, as well as subsurface utilities installed perpendicular to the Public Wastewater Pipeline and in accordance with City criteria and ordinances; but shall not mean the construction of a building or structure unless such installation or construction is approved in writing by the City Manager or the City Manager's designee. To allow for continuous access, parking space improvements shall not be permitted within 8 feet of the center of a manhole.

(c) "Public Wastewater Pipeline" shall mean a subsurface pipeline designed and operated to transport wastewater and its associated subsurface appurtenances.

2. *Character of Easement.* The Easement granted herein is "in gross," in that there is no benefitted or appurtenant 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 is irrevocable. The Easement is for the benefit of Holder.
3. *Purpose of Easement.* The Easement shall only be used for public wastewater utility purposes, including placement, construction, installation, replacement, repair, maintenance, relocation, removal, and operation of the Public Wastewater Pipeline (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.* The Easement granted herein shall be in perpetuity unless relinquished or abandoned by ordinance or resolution of 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 (i) to use the surface of all or part of the Easement Property, (ii) to install, construct, repair, maintain, operate, replace and use the Permitted Improvements, (iii) to grant such further easements as may be necessary for utilities to be installed in compliance with the City of Pflugerville Code of Ordinances, as long as such use by Grantor, Grantor's heirs, successors, and assigns, and by the beneficiaries of any such further easements neither unreasonably interferes nor unreasonably conflicts with the use of the Easement Property by Holder for the Easement purpose set forth in Paragraph 3, above. Grantor shall not construct any building, structure or obstruction on the Easement Property. Any improvements made by Grantor or beneficiaries of further easements (including the Permitted Improvements) 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, which permission shall not be unreasonably withheld, conditioned, or delayed. Grantor shall not construct

any fencing or gating on the Easement Property without Holder's permission, which permission shall not be unreasonably withheld, conditioned, or delayed.

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 made in violation of this agreement. Subject to the provisions of this agreement, Holder has the right to construct, install, maintain, replace, and remove the Facilities below the surface of 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 its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities. Upon completion of any construction, maintenance, or repair which disturbs the surface of the Easement Property, Holder must fill all trenches, remove all construction debris, and restore the surface of the Easement Property to substantially the same condition which existed prior to commencement of such construction, maintenance, or repair. All rocks, timber, brush, and other debris generated by any construction, maintenance, or repair must be removed from the Easement Property and may not be placed on Grantor's adjacent properties, unless specifically approved in writing by Grantor. Further, if Holder, in the exercise of its rights hereunder, disturbs or damages any improvements, except those installed in violation of this agreement, located upon the Easement Property, Holder must reasonably promptly upon completion of the work which caused the disturbance or damage, repair the improvement to substantially the same condition that existed prior to Holder's work, utilizing comparable materials, at Holder's sole expense.
7. *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 may 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.
8. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.
9. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

10. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.
11. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.
12. *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.
13. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.
14. *Legal Construction.* Any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.
15. *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) three business days after deposit 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.
16. *Indemnity.* TO THE EXTENT PERMITTED BY LAW, HOLDER AGREES TO INDEMNIFY AND HOLD GRANTOR HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, LIABILITIES AND CAUSES OF ACTION FOR PERSONAL INJURY OR DEATH AND/OR DAMAGE TO OR DESTRUCTION OF PROPERTY OR IMPROVEMENTS CAUSED BY,

ARISING OUT OF, OR RESULTING FROM AND TO THE EXTENT OF, THE EXERCISE OF RIGHTS GRANTED TO HOLDER, ITS EMPLOYEES, AGENTS, OR OTHER PERSONS ACTING UNDER HOLDER'S DIRECTION. NOTHING HEREIN SHALL BE CONSTRUED, HOWEVER, AS HOLDER HAVING WAIVED ANY AVAILABLE DEFENSES TO SAID POTENTIAL CLAIMS, SUITS, DAMAGES, LOSSES OR EXPENSES.

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

[Signature and acknowledgment pages follow.]

GRANTEE:

AGREED AND ACCEPTED:

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

By: _____
Sereniah Breland, City Manager

ATTEST:

Trista Evans, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2024, by Sereniah Breland, City Manager of the City of Pflugerville, Texas, a Texas home-rule municipality, on behalf of said municipality.

Notary Public Signature

(seal)

AFTER RECORDING, RETURN TO:

City of Pflugerville
Attn.: Gordon Haws, Engineering Manager
Development Services Center
P.O. Box 589
100 W Main Street
Pflugerville, Texas 78691

EXHIBIT “A”
EASEMENT PROPERTY

[Attached]

METES AND BOUNDS

BEING ALL OF THAT CERTAIN 1.458 ACRE TRACT OF LAND OUT OF THE JOHN LEISSE SURVEY NUMBER 18, ABSTRACT NUMBER 496, SITUATED IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 18.90 ACRE TRACT OF LAND (TRACT 2) AND A PORTION OF A CALLED 33.233 ACRE TRACT OF LAND (TRACT 4) CONVEYED TO CE DEVELOPMENT, INC. BY DEED RECORDED IN DOCUMENT NUMBER 2018072720, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, ALSO BEING A PORTION OF A CALLED 19.594 ACRE TRACT OF LAND (TRACT 3) AND A PORTION OF A CALLED 19.336 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO CE DEVELOPMENT, INC. BY DEED RECORDED IN DOCUMENT NUMBER 2017163658, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 85.00 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO CE DEVELOPMENT, INC. BY DEED RECORDED IN DOCUMENT NUMBER 2015162822, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 1.458 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a capped 1/2 inch iron rod found, stamped "PAPE DAWSON", at the southwest corner of a called 97.882 acre tract conveyed to Meadowlark Preserve, LLC. by deed recorded in Document Number 2021255886, Official Public Records, Travis County, Texas, being also at the northwest corner of said 33.233 acre tract, and being on the east line of said 18.90 acre tract, for the **POINT OF BEGINNING** of the herein described tract of land,

THENCE, S63°16'01"E, with the south line of said 97.882 acre tract and the north line of said 33.233 acre tract, a distance of 114.90 feet to a calculated point, for the northeast corner of the herein described tract of land,

THENCE, over and across said 33.233 acre tract, said 18.90 acre tract, said 19.594 acre tract, said 19.336 acre tract, and said 85.00 acre tract, the following five (5) courses and distances, numbered 1 through 5,

- 1) S27°42'32"W, a distance of 25.00 feet, to a calculated point for corner,
- 2) N63°16'01"W, a distance of 125.40 feet, to a calculated point for corner,
- 3) S27°35'19"W, a distance of 770.39 feet, to a calculated point for corner,
- 4) S27°52'58"W, a distance of 999.91 feet, to a calculated point for corner, and
- 5) S27°48'22"W, a distance of 619.26 feet, to a calculated point on the north line of a called 0.48 acre tract of land (Tract 2) conveyed to City of Pflugerville by deed recorded in Document Number 2017099889, Official Public Records, Travis County, Texas, for the southeast corner of the herein described tract of land,

THENCE, N62°29'29"W, over and across said 85.00 acre tract, with the north line of said 0.48 acre tract, passing at a distance of 22.68 feet a capped 1/2 inch iron rod found, stamped "RJ SURVEYING", at the northwest corner of said 0.48 acre tract, and continuing for a total distance of 25.00 feet, to a calculated point for the southwest corner of the herein described tract of land,

THENCE, over and across said 18.90 acre tract, said 19.594 acre tract, said 19.336 acre tract and said 85.00 acre tract, the following four (4) courses and distances, numbered 1 through 4,

- 1) N27°48'22"E, a distance of 619.41 feet, to a calculated point for corner,

1.458 ACRE
JOHN LEISSE SURVEY NO. 18, ABSTRACT NO. 496
TRAVIS COUNTY, TX

- 2) N27°52'58"E, a distance of 999.86 feet, to a calculated point for corner,
- 3) N27°35'19"E, a distance of 794.96 feet, to a calculated point for the northwest corner of the herein described tract of land,
- 4) S63°16'01"E, a distance of 35.55 feet to the **POINT OF BEGINNING** and containing 1.458 acres of land, as shown on the attached sketch.

John D Kipp

04/11/2024

Surveyed by: _____

John David Kipp, R.P.L.S. NO. 5844
Carlson, Brigance & Doering, Inc.
REG. # 10024900
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160
jkipp@cbdeng.com



BEARING BASIS: TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203)
FIELD WORK COMPLETED: MAY 30, 2023

John D Kipp

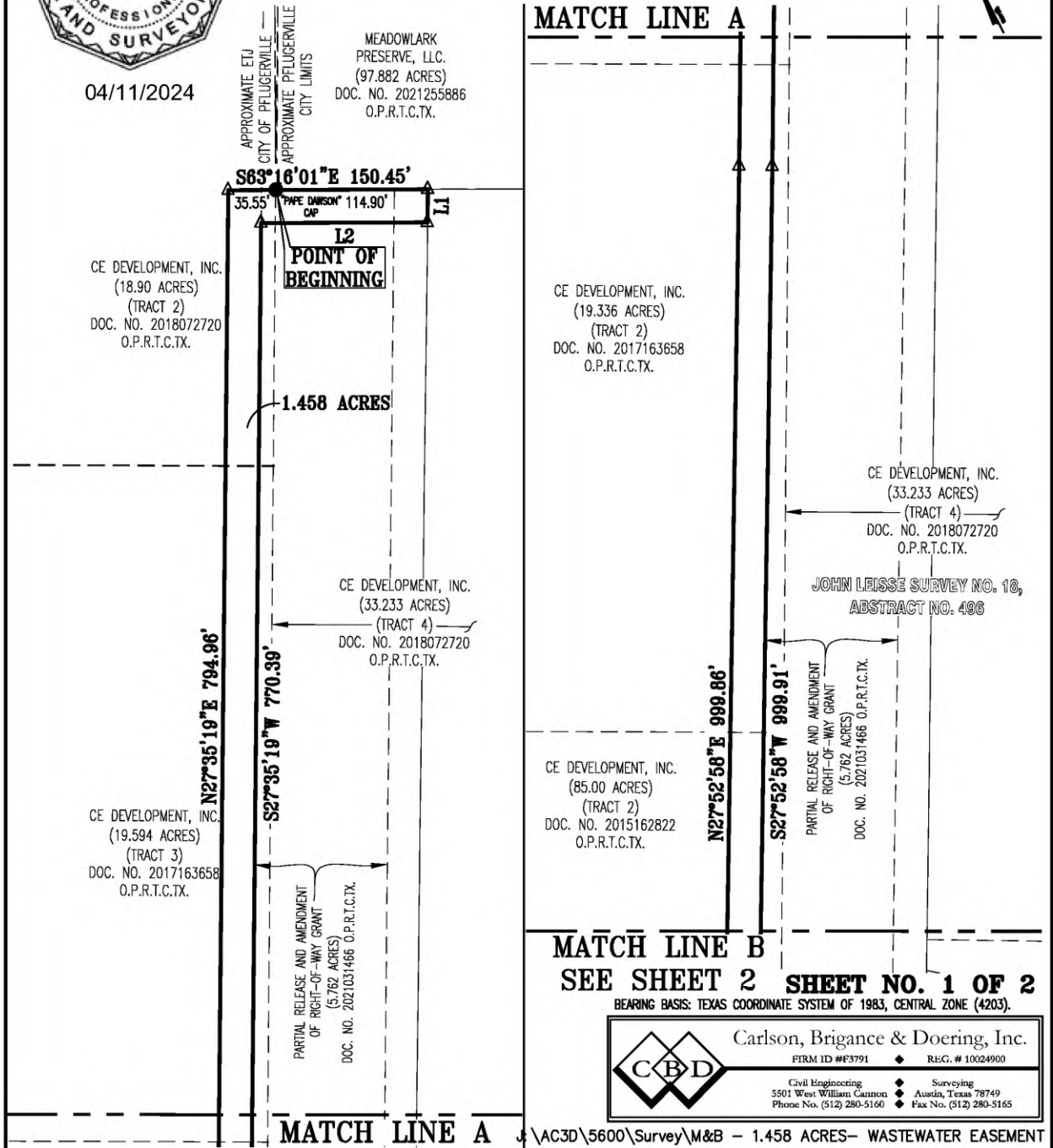


04/11/2024

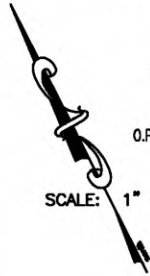
SKETCH TO ACCOMPANY FIELD NOTES

LEGEND
 ▲ CALCULATED POINT
 ● IRON ROD FOUND WITH "RJ SURVEYING" CAP (UNLESS NOTED)
 O.P.R.T.C.TX. OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS

SCALE: 1" = 100'



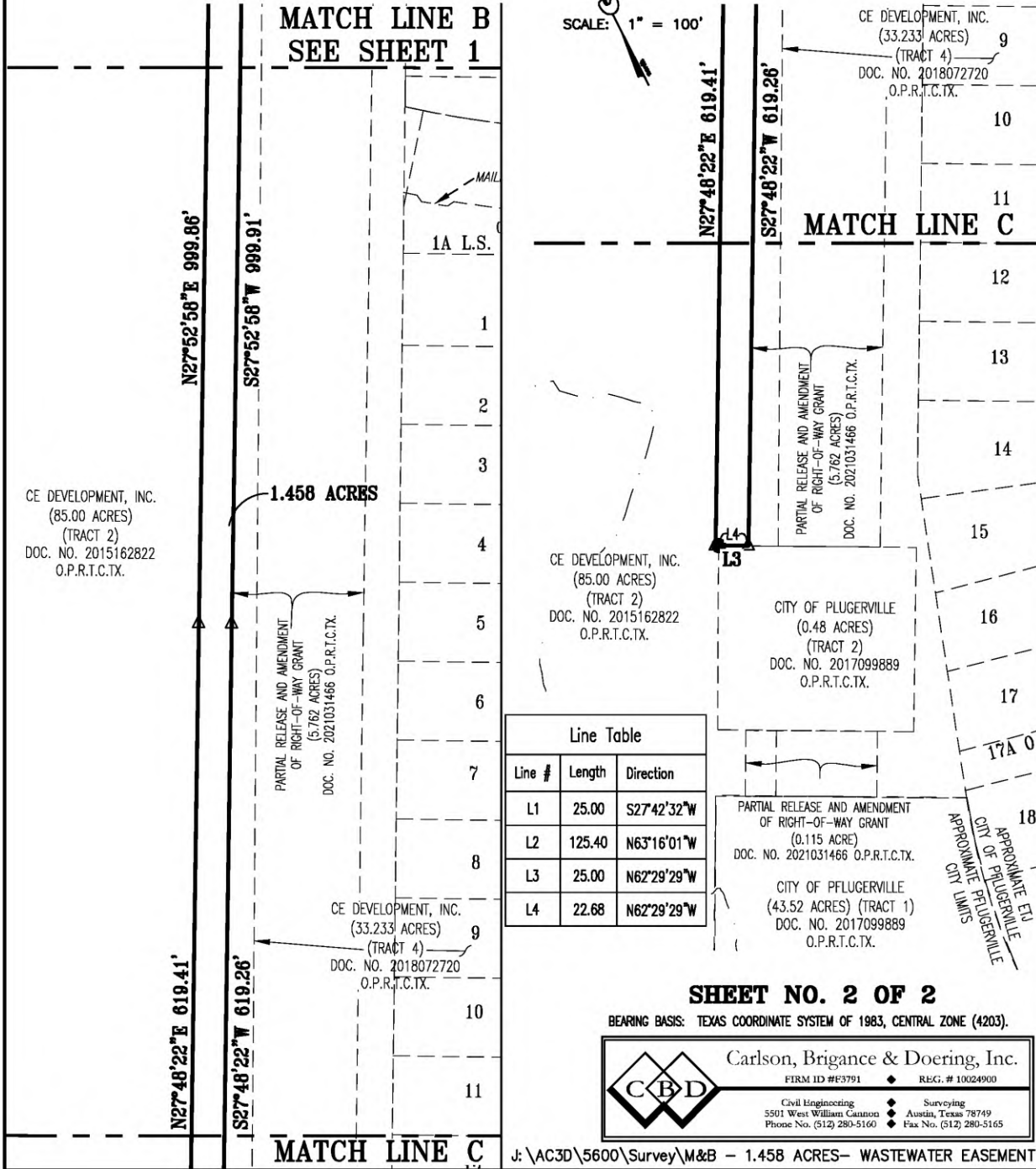
SKETCH TO ACCOMPANY FIELD NOTES



LEGEND

- ▲ CALCULATED POINT
- IRON ROD FOUND WITH "RJ SURVEYING" CAP (UNLESS NOTED)
- O.P.R.T.C.TX. OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS

SCALE: 1" = 100'



Line Table		
Line #	Length	Direction
L1	25.00	S27°42'32"W
L2	125.40	N63°16'01"W
L3	25.00	N62°29'29"W
L4	22.68	N62°29'29"W

SHEET NO. 2 OF 2

BEARING BASIS: TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203).

Carlson, Brigrance & Doering, Inc.
 FIRM ID #E3791 REG. # 10024900

Civil Engineering
 5501 West William Cannon
 Phone No. (512) 280-5160

Surveying
 Austin, Texas 78749
 Fax No. (512) 280-5165

J: \AC3D\5600\Survey\M&B - 1.458 ACRES- WASTEWATER EASEMENT

METES AND BOUNDS

BEING ALL OF THAT CERTAIN 0.328 ACRE (14,303 SQ. FT.) TRACT OF LAND SITUATED IN THE JOHN LEISSE SURVEY NUMBER 18, ABSTRACT NUMBER 496, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 85.00 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO CE DEVELOPMENT, INC. BY DEED RECORDED IN DOCUMENT NUMBER 2015162822, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 0.328 ACRE (14,303 SQ. FT.) TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a capped 1/2 inch iron rod found stamped "RJ SURVEYING" at the northwest corner of a called 43.52 acre tract of land (Tract 1) conveyed to City of Pflugerville by deed recorded in Document Number 2017099889, Official Public Records, Travis County, Texas, for the **POINT OF BEGINNING** of the herein described tract of land,

THENCE, over and across said 85.00 acre tract, the following two (2) courses and distances, numbered 1 and 2,

- 1) N62°24'10"W, a distance of 216.18 feet to a calculated point for corner, and
- 2) S72°30'36"W, a distance of 22.85 feet, to a calculated point on the east line of a called 25.250 acre tract of land (Tract 3) conveyed to City of Pflugerville by deed recorded in Document Number 2017099899, Official Public Records, Travis County, Texas, being at the beginning of a curve to the right, for the southwest corner of the herein described tract of land,

THENCE, continuing over and across said 85.00 acre tract and with the east line of said 25.250 acre tract, along said curve to the right, having a radius of 50.00 feet, an arc length of 56.96 feet, and a chord that bears N04°30'49"E, a distance of 53.93 feet to a calculated point for the northwest corner of the herein described tract of land,

THENCE, over and across said 85.00 acre tract the following four (4) courses and distances, numbered 1 through 4,

- 1) N72°30'36"E, a distance of 23.40 feet to a calculated point for corner,
- 2) S62°24'10"E, a distance of 234.44 feet to a calculated point for corner,
- 3) N27°44'39"E, a distance of 140.27 feet to a calculated point for corner, and
- 4) S62°29'29"E, a distance of 2.32 feet to a capped 1/2 inch iron rod found stamped "RJ SURVEYING" at the northwest corner of a called 0.48 acre tract of land conveyed to City of Pflugerville by deed recorded in Document Number 2017099889, Official Public Records, Travis County, Texas, for corner,

THENCE, S27°19'06"W, with the west line of said 0.48 acre tract, and over and across said 85.00 acre tract of land, a distance of 139.82 feet to a capped 1/2 inch iron rod found stamped "RJ SURVEYING" at the southwest corner of said 0.48 acre tract of land, for corner,

THENCE, S62°22'50"E, continuing over and across said 85.00 acre tract, with the south line of said 0.48 acre tract, a distance of 21.64 feet to a calculated point for the northeast corner of the herein described tract of land,

0.328 ACRE (14,303 SQ. FT.)
JOHN LEISSE SURVEY NO. 18, ABSTRACT NO. 496
TRAVIS COUNTY, TX

THENCE, S27°44'27"W, continuing over and across said 85.00 acre tract, a distance of 50.40 feet to a calculated point on the north line of said 43.52 acre tract, for the southeast corner of the herein described tract of land,

THENCE, N62°31'29"W, continuing over and across said 85.00 acre tract, with the north line of said 43.52 acre tract, a distance of 22.38 feet to the **POINT OF BEGINNING** and containing 0.328 acre (14,303 SQ. FT.) of land, as shown on the attached sketch.

Surveyed by:

 4/11/24

ERIC J. DANNHEIM, R.P.L.S. NO. 6075
Carlson, Brigance & Doering, Inc.
REG. # 10024900
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160
Edannheim@cbdeng.com

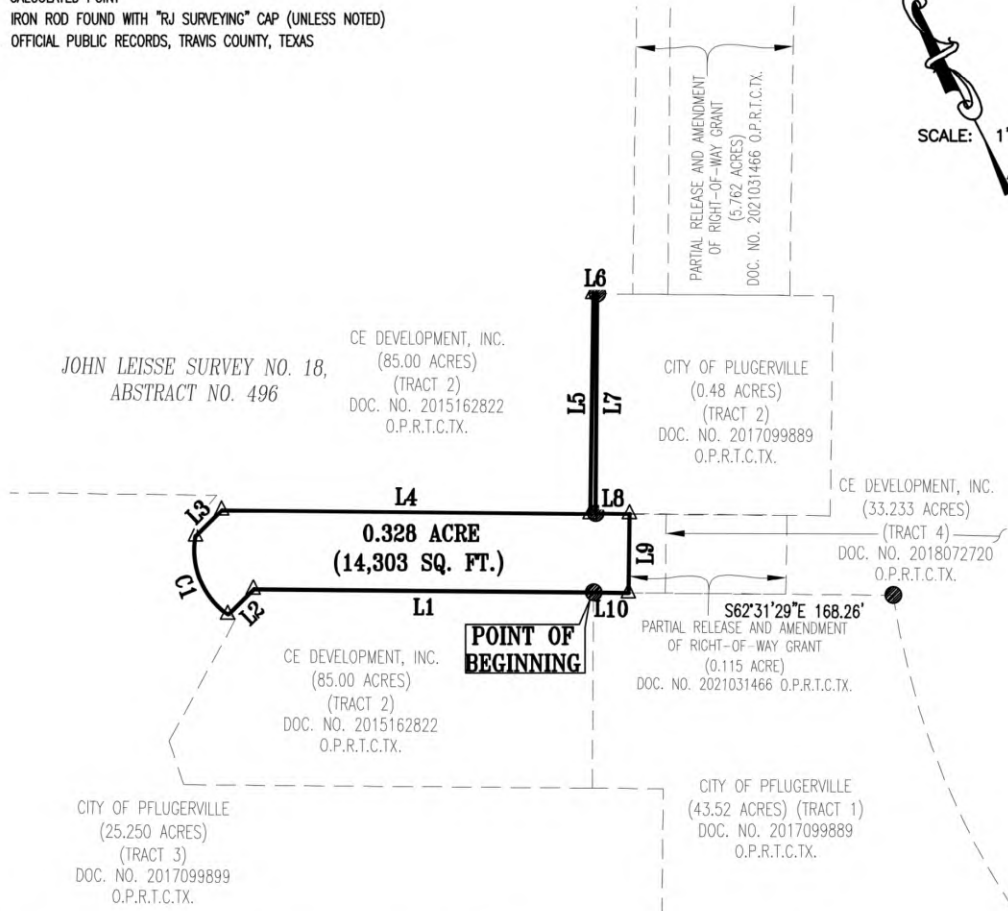
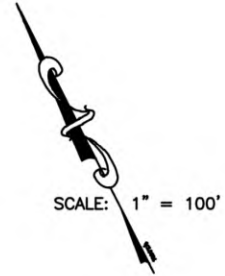


BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83
FIELD WORK COMPLETED: MAY 30, 2023

SKETCH TO ACCOMPANY FIELD NOTES

LEGEND

- △ CALCULATED POINT
- IRON ROD FOUND WITH "RJ SURVEYING" CAP (UNLESS NOTED)
- O.P.R.T.C.TX. OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS



Line Table		
Line #	Length	Direction
L1	216.18	N62°24'10"W
L2	22.85	S72°30'36"W
L3	23.40	N72°30'36"E
L4	234.44	S62°24'10"E
L5	140.27	N27°44'39"E

Line Table		
Line #	Length	Direction
L6	2.32	S62°29'29"E
L7	139.82	S27°19'06"W
L8	21.64	S62°22'50"E
L9	50.40	S27°44'27"W
L10	22.38	N62°31'29"W

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	56.96	50.00	N04°30'49"E	53.93	32.02	65°16'10"



Eric J. Dannheim 4/11/24

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

Carlson, Brigrance & Doering, Inc.
 FIRM ID #F3791 REG. # 10024900

Civil Engineering Surveying
 5501 West William Cannon Austin, Texas 78749
 Phone No. (512) 280-5160 Fax No. (512) 280-5165

J:\AC3D\5600\Survey\0.328 ACRE WASTEWATER EASEMENT

EXHIBIT “C”

TEMPORARY EASEMENT

[Attached]

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

TEMPORARY ACCESS EASEMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Temporary Access Easement Agreement (“Agreement”) is made by **CE DEVELOPMENT, INC.**, a Texas corporation (“Grantor”), and **THE CITY OF PFLUGERVILLE, TEXAS**, a Texas home-rule municipality (“Grantee”), and is as follows:

RECITALS

A. Grantor is the owner of certain real property located in Travis County, Texas, which is more particularly described on Exhibit “A”, attached hereto and incorporated herein by reference (the “Easement Tract”);

B. Grantor has agreed to grant Grantee a temporary, non-exclusive access easement and right-of-way upon, over, through and across the Easement Tract (“Easement”), subject to the terms, conditions and other matters set forth in this Agreement.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged and confessed, Grantor hereby GRANTS, SELLS and CONVEYS, to Grantee an access easement on, over, through and across the Easement Tract for the Duration (defined below), subject to the reservations, terms and conditions of this Agreement and subject to all matters of record and visible and apparent on the ground, to the extent the same are valid and subsisting and affect the Easement Property, and the matters set forth herein. The Easement shall be subject to the following terms and provisions:

1. **Character of Easement.** The Easement is an easement in gross.

2. **Duration of Easement.** The Easement is temporary. The Easement will become effective from the date of execution of this Agreement and will terminate upon the earlier of (i) the date on which Grantee substantially completes the initial construction of wastewater facilities contemplated by that certain Wastewater Pipeline Easement Agreement by and between Grantor, as grantor, and Grantee, as grantee, dated effective on or about the date hereof, which Wastewater Pipeline Easement Agreement has been recorded in Document No. _____, Real Property Records of Travis County, Texas (the “Wastewater Pipeline Easement”); or (ii) the date that is two (2) years after the date of execution of this Agreement (the “Duration”). Upon expiration of the Duration, Grantee will execute, acknowledge where necessary, and deliver to Grantor a written

confirmation of such termination in recordable form, which obligation will survive the expiration or termination of this Agreement.

3. Exclusiveness of Easement. The Easement is non-exclusive and Grantee's use shall be in common with Grantor and their successors and assigns. Grantor hereby reserves, for themselves and their successors and assigns, the right to enter upon and use the surface of the Easement Tract, subsurface of the Easement Tract and the air space over the Easement Tract for the purposes of installing, constructing, repairing, maintaining, operating, replacing, upgrading and using (i) landscaping, irrigation sleeves and other irrigation facilities, driveways, parking improvements and facilities, sidewalks and subsurface utilities; (ii) any other improvements that are permitted under the Grantee of Pflugerville Code of Ordinances to encroach into any setbacks or private easements; and (iii) for any other purposes that do not unreasonably interfere with the rights granted to Grantee hereunder. Notwithstanding anything contained herein to the contrary, Grantors shall not use the Easement Tract in any other manner or grant any easement on or across the Easement Tract that interferes in any material way, or is inconsistent with, the easements, rights, and privileges granted hereunder or the terms and conditions hereof.

4. Purpose of Easement. The Easement shall be used only for the purpose of vehicular and pedestrian ingress and egress over and across the Easement Tract by Grantee and Grantee's licensees, employees, agents, invitees, and members for the purpose of obtaining access to maintain, operate and/or repair the wastewater facilities described in the Wastewater Pipeline Easement.

5. Repairs and Restoration. In the event that Grantee's operations and/or other activities on the Easement Tract result in any damage to or destruction of any improvements constructed or installed on the Easement Tract by Grantor (or their successors and assigns), then Grantee agrees to repair or replace, as necessary, at Grantee's expense, any such improvements so damaged or destroyed. In the event that Grantor's construction, repairs, operations and/or other activities on the Easement Tract result in any damage to or destruction of any improvements constructed or installed on the Easement Tract by Grantee (or its successors and assigns), then Grantors agree to repair or replace, as necessary, at Grantor's expense, any such improvements so damaged or destroyed.

6. Relocation of Easement Tract. Grantor, its successors and assigns, hereby reserve, have and will have the right from time to time in the future to relocate the Easement Tract and the access and roadway facilities installed therein as Grantor may deem necessary or convenient for the development and use of Grantor's property, subject to prior approval by Grantee, in the Grantee's reasonable discretion. The Grantor shall provide the updated metes and bounds description and map of the relocated easement, prepared by a licensed public surveyor.

7. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the rights granted. Any oral representations or modifications concerning this Agreement shall be of no force and effect except in a subsequent modification in writing, signed by the party to be charged.

8. Assignment. The Easement may be assigned by Grantee, its successors or assigns, without the prior written consent of Grantor as long as the proposed successor or assign is a governmental entity that expressly assumes Grantee's obligations under this Agreement.

9. **Attorney's Fees.** In the event of any controversy, claim, or dispute relating to this Agreement or the breach, the prevailing party shall be entitled to recover from the non-prevailing party reasonable expenses, attorney's fees, and costs.

10. **Binding Effect.** This Agreement, and the terms, covenants, and conditions shall be covenants running with the Easement Tract and shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of each of the parties.

11. **No Waiver.** Except for a written waiver signed by the party to be charged, any action or inaction by any party with respect to any provision of this Agreement, including, but not limited to, a party's failure to enforce any provision of this Agreement, shall not constitute a waiver of that provision or any other provision of this Agreement. Any waiver by any party of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement.

12. **Headings.** Any section headings in this Agreement are for reference only and shall not modify or affect the interpretation of this Agreement in any manner whatsoever.

[Signature and acknowledgment pages follow.]

GRANTEE:

AGREED AND ACCEPTED:

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

By: _____
Sereniah Breland, City Manager

ATTEST:

Trista Evans, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2024, by Sereniah Breland, City Manager of the City of Pflugerville, Texas, a Texas home-rule municipality, on behalf of said municipality.

Notary Public Signature

(seal)

AFTER RECORDING, RETURN TO:

City of Pflugerville
Attn.: Gordon Haws, Engineering Manager
Development Services Center
P.O. Box 589
100 W Main Street
Pflugerville, Texas 78691

EXHIBIT "A"

1.276 ACRE
JOHN LEISSE SURVEY NO. 18, ABSTRACT NO. 496
TRAVIS COUNTY, TX

EASEMENT PROPERTY

METES AND BOUNDS

BEING ALL OF THAT CERTAIN 1.276 ACRE TRACT OF LAND OUT OF THE JOHN LEISSE SURVEY NUMBER 18, ABSTRACT NUMBER 496, SITUATED IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 18.90 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO CE DEVELOPMENT, INC. BY DEED RECORDED IN DOCUMENT NUMBER 2018072720, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 19.594 ACRE TRACT OF LAND (TRACT 3) AND A PORTION OF A CALLED 19.336 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO CE DEVELOPMENT, INC. BY DEED RECORDED IN DOCUMENT NUMBER 2017163658, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 85.00 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO CE DEVELOPMENT, INC. BY DEED RECORDED IN DOCUMENT NUMBER 2015162822, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 1.276 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a capped 1/2 inch iron rod found, stamped "PAPE DAWSON" at the southwest corner of a called 97.882 acre tract conveyed to Meadowlark Preserve, LLC. by deed recorded in Document Number 2021255886, Official Public Records, Travis County, Texas, being at the northwest corner of a called 33.233 acre tract conveyed to CE Development, Inc. by deed recorded in Document Number 2018072720, Official Public Records, Travis County, Texas, same being on the east line of said 18.90 acre tract, for the **POINT OF COMMENCEMENT** of the herein described tract of land,

THENCE, N63°16'01"W, over and across said 18.90 acre tract of land, a distance of 35.55 feet to a calculated point for the northeast corner and the **POINT OF BEGINNING** of the herein described tract of land,

THENCE, over and across said 18.90 acre tract, said 19.594 acre tract, said 19.336 acre tract, and said 85.00 acre tract, the following six (6) courses and distances, numbered 1 through 6:

- 1) S27°35'19"W, a distance of 794.96 feet to a calculated point for corner,
- 2) S27°52'58"W, a distance of 999.86 feet to a calculated point for corner,
- 3) S27°48'22"W, a distance of 619.41 feet to a calculated point for corner,
- 4) S27°44'39"W, a distance of 140.27 feet to a calculated point for the southeast corner of the herein described tract of land, from which a capped 1/2 inch iron rod found, stamped "RJ SURVEYING", at the southwest corner of a called 0.48 acre tract conveyed to the City of Pflugerville, Texas by deed recorded in Document Number 2017099889, Official Public Records, Travis County, Texas, bears S70°04'47"E, a distance of 3.39 feet,
- 5) N62°24'10"W, a distance of 234.44 feet to a calculated point for corner,
- 6) S72°30'36"W, a distance of 23.40 feet to a calculated point on the north line of a called 25.250 acre tract conveyed to the City of Pflugerville, Texas by deed recorded in Document Number 2017099899, Official Public Records, Travis County, Texas, for the southwest corner of the herein described tract of land, being at the beginning of a curve to the right,

THENCE, with the north line of said 25.250 acre tract, over and across said 85.00 acre tract, and along said curve to the right, having a radius of 50.00 feet, an arc length of 29.68 feet, and a chord that bears N54°09'16"E, a distance of 29.25 feet to a capped 1/2 inch iron rod found, stamped "RJ SURVEYING" for corner,

THENCE, over and across said 85.00 acre tract, said 19.336 acre tract, said 19.594 acre tract, and said 18.90 acre tract, the following seven (7) courses and distances, numbered 1 through 7:

- 1) N27°28'31"E, a distance of 10.41 feet to a calculated point for corner,
- 2) S62°24'10"E, a distance of 217.96 feet to a calculated point for corner,

- 3) N27°44'39"E, a distance of 120.33 feet to a calculated point for corner,
- 4) N27°48'22"E, a distance of 619.43 feet to a calculated point for corner,
- 5) N27°52'58"E, a distance of 999.82 feet to a calculated point for corner,
- 6) N27°35'19"E, a distance of 794.61 feet to a calculated point for the northwest corner of the herein described tract of land,
- 7) S63°16'01"E, a distance of 20.00 feet to the **POINT OF BEGINNING** and containing 1.276 acres of land, as shown on the attached sketch.

John D Kipp 04/25/2024

Surveyed by: _____

John David Kipp, R.P.L.S. NO. 5844
Carlson, Brigrance & Doering, Inc.
REG. # 10024900
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160
jkipp@cbdeng.com



BEARING BASIS: TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203)
SURVEY DATE: MAY 30, 2023

SKETCH TO ACCOMPANY FIELD NOTES

04/25/2024

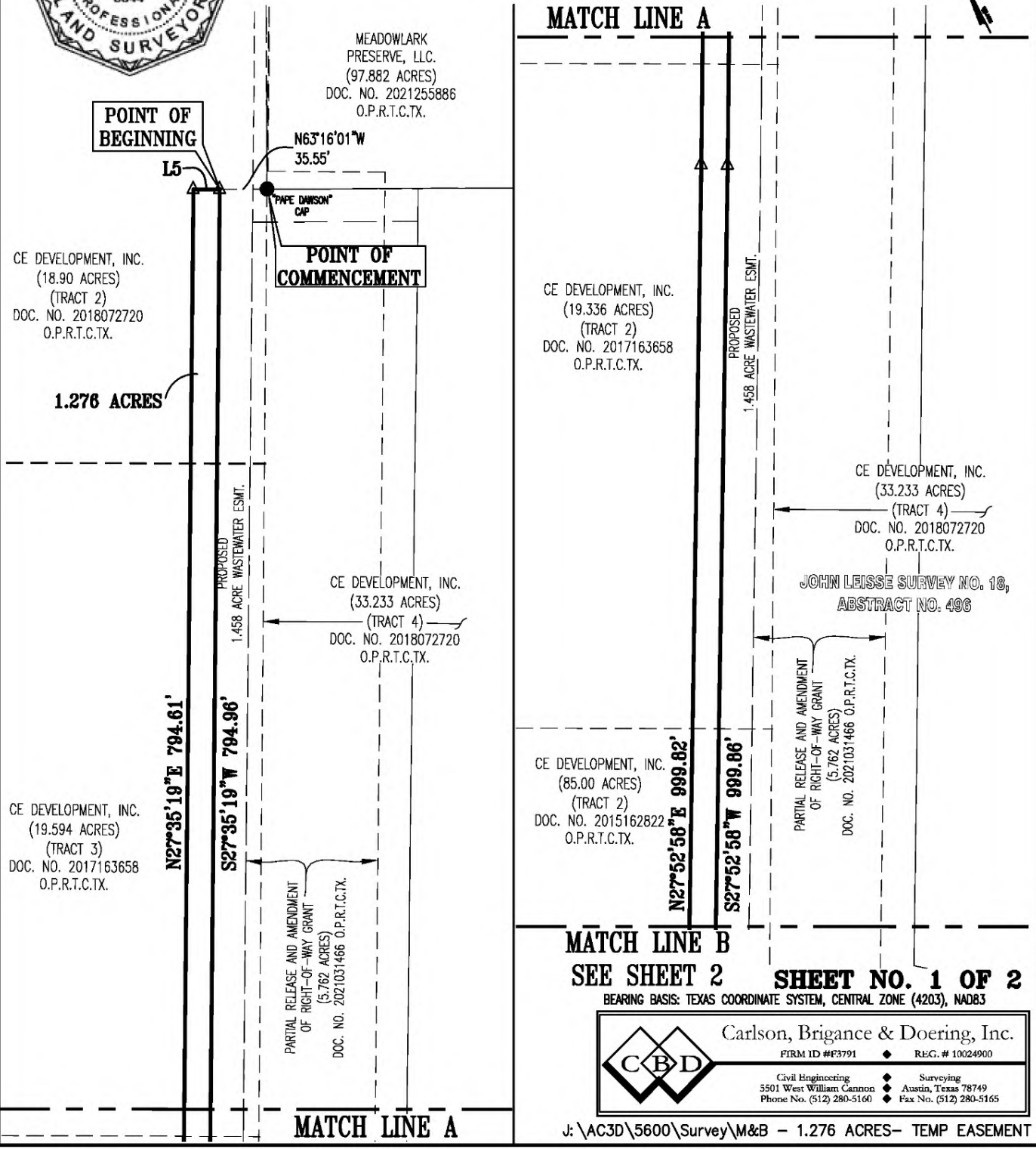
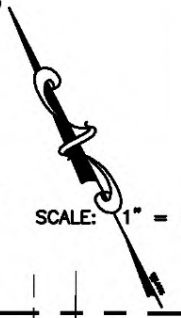
John D Kipp



LEGEND

- ▲ CALCULATED POINT
- IRON ROD FOUND WITH "RJ SURVEYING" CAP (UNLESS NOTED)
- O.P.R.T.C.TX. OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS

SCALE: 1" = 100'



Carlson, Brigrance & Doering, Inc.
FIRM ID #F3791 REG. # 10024900

Civil Engineering Surveying
5501 West William Cannon Austin, Texas 78749
Phone No. (512) 280-5160 Fax No. (512) 280-5165

J:\AC3D\5600\Survey\M&B - 1.276 ACRES- TEMP EASEMENT

SKETCH TO ACCOMPANY FIELD NOTES

CE DEVELOPMENT, INC.
(85.00 ACRES)
(TRACT 2)
DOC. NO. 2015162822
O.P.R.T.C.TX.

N27°52'58"E 999.92'

S27°52'58"W 999.96'

MATCH LINE B
SEE SHEET 1

1.276 ACRES

CE DEVELOPMENT, INC.
(85.00 ACRES)
(TRACT 2)
DOC. NO. 2015162822
O.P.R.T.C.TX.

N27°48'22"E 619.43'

S27°48'22"W 619.41'

MATCH LINE C

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	29.68	50.00	N54°09'16"E	29.25	15.29	34°00'43"

SCALE: 1" = 100'

LEGEND

- ▲ CALCULATED POINT
- CAPPED IRON ROD FOUND WITH "RJ SURVEYING" CAP (UNLESS NOTED)

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

Line Table		
Line #	Length	Direction
L1	140.27	S27°44'39"W
L2	23.40	S72°30'36"W
L3	10.41	N27°28'31"E
L4	120.33	N27°44'39"E
L5	20.00	S63°16'01"E
L6	3.39	S70°04'47"E

CE DEVELOPMENT, INC.
(33.233 ACRES)
(TRACT 4)
DOC. NO. 2018072720
O.P.R.T.C.TX.

MATCH LINE C

PROPOSED
1.458 ACRE WASTEWATER ESMT.

PARTIAL RELEASE AND AMENDMENT
OF RIGHT-OF-WAY GRANT
(5.762 ACRES)
DOC. NO. 2021031466 O.P.R.T.C.TX.

CE DEVELOPMENT, INC.
(85.00 ACRES)
(TRACT 2)
DOC. NO. 2015162822
O.P.R.T.C.TX.

CITY OF PFLUGERVILLE
(0.48 ACRES)
(TRACT 2)
DOC. NO. 2017099889
O.P.R.T.C.TX.

CITY OF PFLUGERVILLE
(25.250 ACRES)
(TRACT 3)
DOC. NO. 2017099889
O.P.R.T.C.TX.

CE DEVELOPMENT, INC.
(85.00 ACRES)
(TRACT 2)
DOC. NO. 2015162822
O.P.R.T.C.TX.

PARTIAL RELEASE AND AMENDMENT
OF RIGHT-OF-WAY GRANT
(0.115 ACRE)
DOC. NO. 2021031466 O.P.R.T.C.TX.

CITY OF PFLUGERVILLE
(43.52 ACRES) (TRACT 1)
DOC. NO. 2017099889
O.P.R.T.C.TX.

L3 S62°24'10"E 217.96'
L2 N62°24'10"W 234.44'

L4

L1

L6

SHEET NO. 2 OF 2

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

Carlson, Brigrance & Doering, Inc.

FIRM ID #E3791 REG. # 10024900

Civil Engineering Surveying

5501 West William Cannon Austin, Texas 78749

Phone No. (512) 280-5160 Fax No. (512) 280-5165

J:\AC3D\5600\Survey\M&B - 1.276 ACRES- TEMP EASEMENT