

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

GRANT OF EASEMENT:

PFLUGERVILLE COMMUNITY DEVELOPMENT 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”), an exclusive temporary access and construction easement (“TCE” or “Easement”) across a variable width area upon and across the property of Grantor, which is more particularly described on Exhibit “A”, attached hereto and incorporated herein by reference (“Easement Property”), together with rights of ingress and egress across the property of the Grantor if necessary to access the TCE. Grantor and Grantee may jointly be referred to by “the parties.”

TO HAVE AND TO HOLD the same onto Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below. Grantor does hereby covenant and agree to WARRANT AND DEFEND title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof to the extent that such claim arises by, through, or under Grantor.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. *Definitions.* For the purposes of this grant of Easement certain terms shall have the meanings that follow:
 - (a) “Grantee” shall include Grantee's heirs, successors and assigns who at any time own any interest in the conveyance and are subject to the terms of this agreement.

- (b) "Public infrastructure" shall mean water, reclaimed water and/or wastewater pipelines and associated appurtenances to be constructed by the Grantee or its agents, contractors and assigns.
2. *Character of Easement.* The Easement granted herein is "in gross," in that there is no "Benefitted Property." Nevertheless, the Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof. The Easement rights of use granted herein are irrevocable until the termination of the TCE in accordance with the terms herein.
 3. *Purpose of Easement.* The Easement shall be used to facilitate the construction of Public infrastructure, which shall include use of the Easement Property for access, construction staging and storage, and other construction activities.
 4. *Term.* The variable width TCE granted herein shall terminate automatically upon completion of the construction of the Public infrastructure included in Grantee's Public infrastructure project.
 5. *Reservation of Rights.* Save and except: Grantor retains the right to surface use. Grantor and Grantor's heirs, successors, and assigns shall retain the right to use the surface of all or part of the Easement Property in conjunction with Grantee as long as such use by Grantor and Grantor's heirs, successors, and assigns neither interferes nor conflicts with the use of the Easement Property by Grantee for the Easement Purpose.
 6. *Use and Maintenance of Easement Property.* Grantee has the right to remove or relocate any encroachments into the Easement Property as necessary to utilize the same for the purpose of this Easement.
 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 will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.
 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. *Integration.* This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.
15. *Legal Construction.* Any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.
16. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in

this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

17. *Recitals/Exhibits.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement. All exhibits referenced herein are attached hereto and incorporated by reference herein for all purposes.
18. *Entire Agreement.* This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.
19. *Assignability.* The Easement may be assigned by Grantee, its successors or assigns, without the prior written consent of Grantor.

(signature pages to follow)

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____ 202__.

**GRANTOR:
PFLUGERVILLE COMMUNITY
DEVELOPMENT CORPORATION**

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, as the _____ of **PFLUGERVILLE COMMUNITY DEVELOPMENT CORPORATION**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and he/she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____ 202__.

Notary Public Signature

(seal)

GRANTEE:

AGREED AND ACCEPTED:

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

By: _____
Sereniah Breland, City Manager

ATTEST:

By: _____
Trista Evans, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____,
202__, by Sereniah Breland, City Manager of the City of Pflugerville, Texas, a Texas
home-rule municipality, on behalf of said municipality.

Notary Public Signature

(seal)

AFTER RECORDING, RETURN TO:

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



823 Washington Ave., Suite 100
Waco, Texas 76701

**0.041 ACRE TEMPORARY CONSTRUCTION EASEMENT
LOCATED IN THE JOHN DAVIS SURVEY, ABSTRACT 231
IN THE CITY OF PFLUGERVILLE, TRAVIS COUNTY, TEXAS**

FIELD NOTES FOR A 0.041 ACRE TEMPORARY CONSTRUCTION EASEMENT TRACT, LOCATED IN THE JOHN DAVIS SURVEY, ABSTRACT 231, IN THE CITY OF PFLUGERVILLE, TRAVIS COUNTY, TEXAS, AND BEING OUT OF LOT 1, BLOCK A, BOHLS COMMERCIAL PARK SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN TRAVIS COUNTY CLERK'S DOCUMENT (TCCD) 201400040 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (OPRTCT). SAID 0.041 ACRE TRACT BEING MORE PARTICULARLY SHOWN ON THE ATTACHED EXHIBIT DRAWING AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED "DODD SURVEY" FOUND IN THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 130 (WIDTH VARIES), SAME BEING THE WEST LINE OF A CALLED 9.065 ACRE TRACT, DESCRIBED AS PARCEL160-PART 1 IN A DEED TO STATE OF TEXAS, RECORDED UNDER TCCD 2004006213 OF THE OPRTCT MARKING THE COMMON EAST CORNER OF THE ABOVE-MENTIONED LOT 1 AND A CALLED 20.024 ACRE TRACT, DESCRIBED IN A DEED TO VANIHBA HOLDINGS LLC, RECORDED UNDER TCCD 2021071780 OF THE OPRTCT, AND THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 1/2" IRON ROD WITH A TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) ALUMINUM CAP FOUND MARKING THE COMMON WEST CORNER THE 9.065 ACRE STATE OF TEXAS TRACT AND A CALLED 40.198 ACRE TRACT, DESCRIBED AS PARCEL 161 IN A DEED TO STATE OF TEXAS, RECORDED UNDER TCCD 2004005893 OF THE OPRTCT BEARS S 02°03'39" E – 57.11';

THENCE S 89°59'07" W – 51.28' WITH THE COMMON LINE OF LOT 1 AND THE 20.024 ACRE VANIHBA HOLDINGS LLC TRACT TO A POINT FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 1/2" IRON ROD WITH CAP STAMPED "DODD SURVEY" FOUND MARKING AN OUTSIDE CORNER OF LOT 1 AND AN INSIDE CORNER OF THE 20.024 ACRE VANIHBA HOLDINGS LLC TRACT BEARS S 89°59'07" W – 286.44';

THENCE CROSSING THROUGH THE INTERIOR OF LOT 1 THE FOLLOWING TWO CALLS:

- 1) **N 00°00'53" W – 35.00'** TO A POINT FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT,
- 2) **N 89°59'07" E – 50.03'** BEING 35 FEET NORTH OF, AND PARALLEL TO AT RIGHT-ANGLES FROM THE SOUTH LINE OF LOT 1 TO A POINT IN THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 130 FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 1/2" IRON ROD WITH A TxDOT ALUMINUM CAP FOUND MARKING AN ANGLE POINT IN THE COMMON LINE OF LOT 1 AND THE 9.065 ACRE STATE OF TEXAS TRACT BEARS N 02°03'39" W – 1202.56';

THENCE S 02°03'39" E – 35.02' RETURNING TO THE **POINT OF BEGINNING** AND CONTAINING 0.041 ACRE OF LAND AS SURVEYED BY KOREY LEE SMITH, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 6645 ON AUGUST 19, 2024 BEARINGS CITED WITHIN THIS DESCRIPTION ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS.

PREPARED: NOVEMBER 14, 2025

Korey Lee Smith
KOREY LEE SMITH, R.P.L.S. 6645



PROJ NO. 3-00812
PLAT NO. A1-2587
FIELD NOTE NO. 07
MAP CHECKED MJJ

LEGEND & ABBREVIATIONS

- 1/2" IRON ROD FOUND WITH CAP STAMPED "DODD SURVEY" FOUND
- ◐ 1/2" IRON ROD WITH TxDOT ALUMINUM CAP FOUND
- () RECORD CALLS
- OPRTCT OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- TCCD TRAVIS COUNTY CLERK'S DOCUMENT
- TxDOT TEXAS DEPARTMENT OF TRANSPORTATION

SURVEY DATE: AUGUST 19, 2024

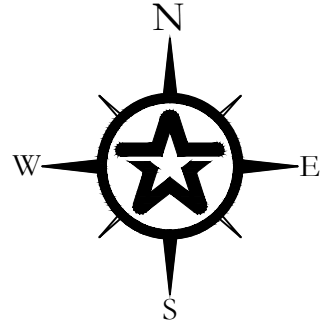
FIELD NOTES ATTACHED HERETO, MADE A PART HEREOF AND TITLED:
 0.041 ACRE TEMPORARY CONSTRUCTION EASEMENT, LOCATED IN THE JOHN DAVIS SURVEY,
 ABSTRACT 231, IN THE CITY OF PFLUGERVILLE, TRAVIS COUNTY, TEXAS

EASEMENT NOTE:

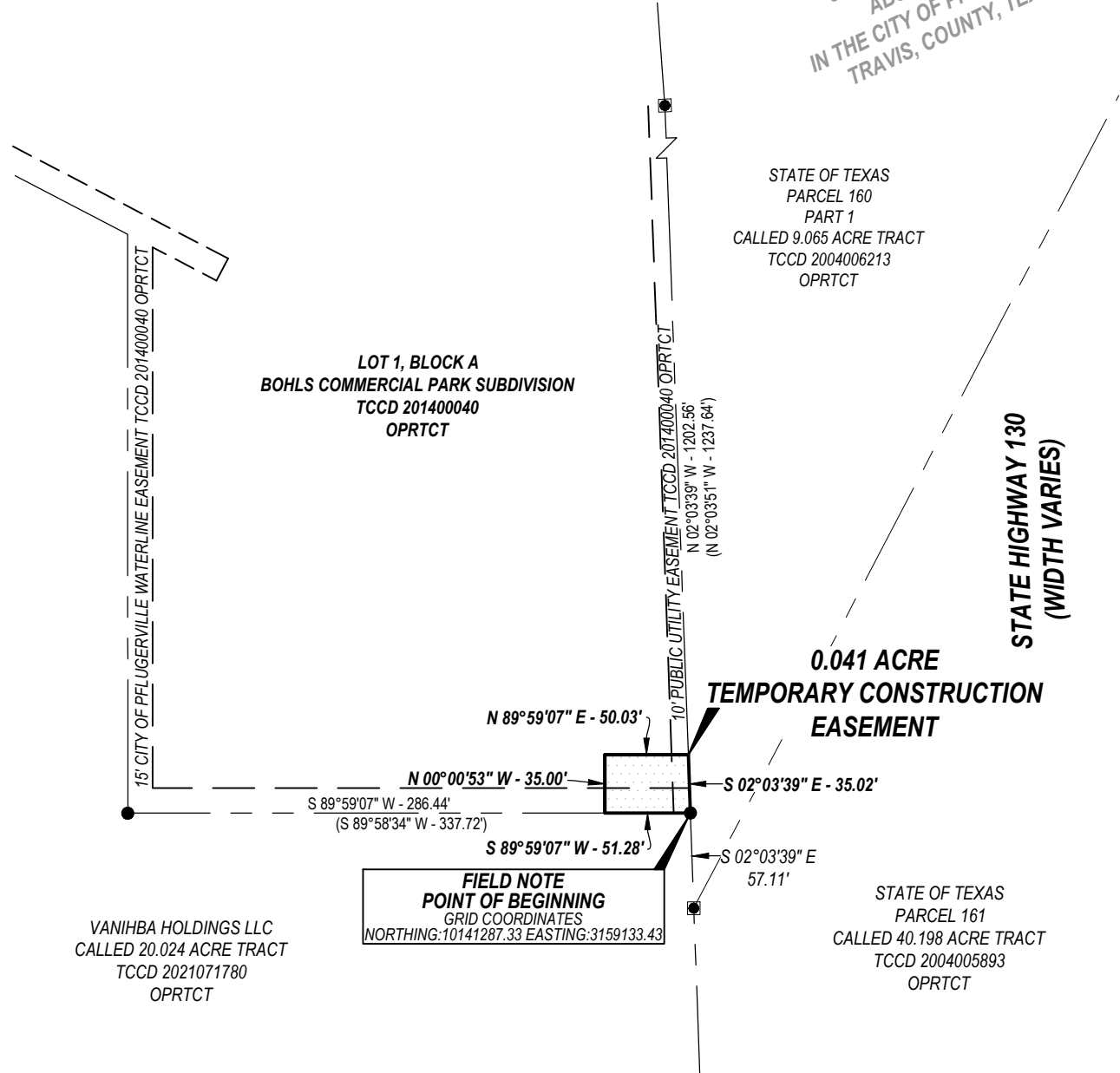
THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT. THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE COMMITMENT ISSUED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 2433206-KFO, WHICH BEARS AN EFFECTIVE DATE OF SEPTEMBER 11, 2024 AND AN ISSUED DATE OF SEPTEMBER 20, 2024. THE SURVEYOR CERTIFIES THAT EASEMENTS LISTED IN SCHEDULE "B" OF THE TITLE COMMITMENT AND ANY ADDITIONAL EASEMENTS THAT HE HAS BEEN ADVISED OF HAVE BEEN ADDRESSED HEREON. HOWEVER, THE SURVEYOR DOES NOT GUARANTEE THAT THE SCHEDULE "B" LISTS ALL EASEMENTS, RESTRICTIONS OR ENCUMBRANCES (EITHER OF RECORD OR NOT OF RECORD) WHICH MAY AFFECT THE SUBJECT TRACT.

BASIS OF BEARINGS:

THE BEARINGS AND GRID COORDINATES SHOWN HEREON ARE BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS. ALL DISTANCES AND AREAS SHOWN HEREON ARE BASED ON SURFACE CONDITIONS.



JOHN DAVIS SURVEY
 ABSTRACT 231
 IN THE CITY OF PFLUGERVILLE
 TRAVIS, COUNTY, TEXAS



EXHIBIT

0.041 ACRE TEMPORARY CONSTRUCTION EASEMENT

LOCATED IN THE JOHN DAVIS SURVEY, ABSTRACT 231, IN THE CITY OF PFLUGERVILLE, TRAVIS COUNTY, TEXAS AND BEING OUT OF LOT 1, BLOCK A, BOHLS COMMERCIAL PARK SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED UNDER TRAVIS COUNTY CLERK'S DOCUMENT 201400040 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS



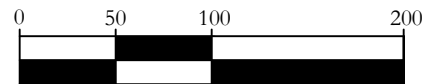
NOVEMBER 14, 2025

Korey Lee Smith
 KOREY LEE SMITH, R.P.L.S. 6645
 ksmith@walkerpartners.com

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823 Washington Ave. • Waco, Texas 76701
 Phone: 1-254-714-1402 • T.B.P.E. Registration No. 8053
 T.B.P.L.S. Registration No. 10032500



GRAPHIC SCALE IN FEET

PLAT NO. A1-2587 PROJ. NO. 3-00812 DRAFTED 10/16/2025

TAB 8.5x14 F/N NO. 7 FB/PG N/A DRAWN BY MJP

DWG. NAME 3-00812V-ESMT-(P-4 TCE) 0.041 AC.dwg MAP CHK'D 10/16/2025