

Public Access Easement

AFTER RECORDING RETURN TO:

The City of Pflugerville
Attn: City Secretary
City of Pflugerville, Texas
100 E. Main Street
Pflugerville, TX 78660

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.

**PUBLIC ACCESS EASEMENT
FOR LAKESIDE MEADOWS PUBLIC IMPROVEMENT DISTRICT
TRAIL IMPROVEMENTS AND OPEN SPACE**

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

That LAKESIDE MEADOWS LLC, a Texas limited liability company, and LAKESIDE MEADOWS INDUSTRIAL PROPERTY OWNERS ASSOCIATION, INC., a domestic nonprofit corporation, (collectively the “Grantors”) for and in consideration of 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 by Grantors and paid by the City of Pflugerville, Texas (“Grantee”), does hereby DEDICATE, GIVE, GRANT, and CONVEY unto Grantee, its successors and assigns, a perpetual, free-of-charge, non-exclusive public access easement, license, right and privilege in, to, on, over, under, along and across the Park Improvements in Lakeside Meadows Public Improvement District, as described in **Exhibit A**, (the “Park Improvements”), and the open space areas, being:

- LOT 1, BLOCK Y; LAKESIDE MEADOWS PHASE 1; DOC. NO. 202300053; and
- LOT 3, BLOCK Y; LAKESIDE MEADOWS PHASE 1; DOC. NO. 202300053 and DOC. NO. 202300095; and
- LOT 9A, BLOCK A; LAKESIDE MEADOWS INDUSTRIAL, PHASE 3; DOC. NO. 202100176

according to the Plats recorded in the Plat Records of Travis County, Texas and as depicted in **Exhibit B** (the “Open Space”), for the sole purpose of public access, and the public’s use and enjoyment of

the Park Improvements and Open Space, with any and all rights and appurtenances pertaining to the use of the Park Improvements and Open Space (the “Easement”).

This dedication, grant, and conveyance is made SUBJECT, HOWEVER, TO any and all validly existing easements, rights-of-way and prescriptive rights, whether of record or not, and all presently recorded and validly existing restrictions, reservations, covenants, conditions, leases and mineral interests outstanding, and any and all other instruments and matters of record that affect the Park Improvements and Open Space (collectively, the “Permitted Exceptions”).

This grant and conveyance is made CONTINGENT to the acceptance and approval by the Grantee of the Park Improvements as described in **Exhibit A**.

TO HAVE AND TO HOLD the Park Improvements and Open Space unto the Grantee for the purposes herein set forth, Grantors hereby binds themselves and their successors and assigns to warrant and forever defend the Easement and rights granted herein unto Grantee, Grantee’s successors and assigns against every person whomsoever lawfully claiming or attempting to claim the same or any part thereof, by, through or under Grantors, but not otherwise, subject however, to the Permitted Exceptions.

The Easement granted hereby, together with all rights and privileges hereby dedicated, granted, is and shall be non-exclusive. Grantors, for themselves and their successors and assigns, reserve the right to grant such other easements as Grantors deem desirable, over, under, through or across the Park Improvements and Open Space, provided that such other easements shall not unreasonably interfere with the Easement and rights hereby granted. Grantors and their successors and assigns shall have the right to fully use and enjoy the Park Improvements and Open Space for any and all purposes which do not unreasonably interfere with or prevent the use of the Easement by Grantee for the purposes set forth. Notwithstanding the foregoing, temporary interference with such use shall be permitted to the extent reasonably necessary for (i) the construction of improvements to the Park Improvements, Open Space, or adjacent property owned by Grantors or their successors and assigns, and (ii) maintenance of the Park Improvements, even if such activities temporarily prevent use of the Park Improvements by Grantee or the general public.

The Park Improvements will be maintained by LAKESIDE MEADOWS INDUSTRIAL PROPERTY OWNERS ASSOCIATION, INC. as provided for in the Maintenance Agreement attached as **Exhibit C** (the “Maintenance Agreement”).

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

EXECUTED TO BE EFFECTIVE as of the ____ day of _____, 2026.

GRANTORS:

LAKESIDE MEADOWS LLC, a Texas limited liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2026 by _____, _____ of LAKESIDE MEADOWS LLC, on behalf of said Texas limited liability company.

Notary Public, State of Texas

LAKESIDE MEADOWS INDUSTRIAL PROPERTY OWNERS ASSOCIATION, INC., a domestic nonprofit corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2026 by _____, _____ of LAKESIDE MEADOWS INDUSTRIAL PROPERTY OWNERS ASSOCIATION, INC., on behalf of said domestic nonprofit corporation.

Notary Public, State of Texas

GRANTEE:

The City of Pflugerville, Texas

By: _____
Doug Weiss
Mayor

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____,
2026 by Doug Weiss, the Mayor of the City of Pflugerville, Texas, on behalf of said city.

Notary Public, State of Texas

EXHIBIT A to Public Access Easement

Description of Park Improvements

EXHIBIT B to Public Access Easement

Depiction of Easement Property

EXHIBIT C to Public Access Easement

Maintenance Agreement