

TEMPORARY CONSTRUCTION EASEMENT PURCHASE AGREEMENT

This Purchase Agreement (this “Agreement”) is made and entered into by and between the **CITY OF PFLUGERVILLE, TEXAS**, a Texas home rule municipality (“Grantee”), and **SREIT PARK PLACE LOYOLA, L.P., A TEXAS LIMITED PARTNERSHIP** (“Grantor”), hereafter collectively referred to as the “Parties,” upon the premises and for the purposes set out herein and is effective as stated in this Agreement.

INTRODUCTION

A. Grantor is the current owner thereof of a 16.812-acre tract, BEING THAT TRACT DESCRIBED AS 16.812 ACRES CONVEYED TO SREIT PARK PLACE LOYOLA, L.P. BY SPECIAL WARRANTY DEED DATED DECEMBER 17, 2021, AS RECORDED IN DOCUMENT NO. 2021276644, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

B. Grantee requires the use of portions of this tract for a Temporary Construction Easement (**Exhibit “A-1”**) for the Secondary Colorado Raw Water Line Project hereafter collectively referred to as the “Easement.”

C. Grantor is willing to convey and Grantee to purchase the Temporary Construction Easement rights for the appraised value of **\$165,950.00**.

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

I.

Purchase and Sale Agreement. For the Purchase Price, Grantor agrees to grant a Temporary Construction Easement to Grantee, and Grantee agrees to pay Grantor for a Temporary Construction Easement as described in **Exhibit “A-1”** 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 for that certain City of Pflugerville Secondary Colorado Raw Water Line 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 City Council of Pflugerville’s approval and acceptance of the Easement. In the event the City Council does not approve the acceptance of the Easement, 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.

II.

The Purchase Price. **One Hundred Sixty-Five Thousand Nine Hundred Fifty and No/Dollars (\$165,950.00)** to be paid at closing.

III.

The Property. A Temporary Construction Easement over and across, under and through a 16.812-acre tract of land having been conveyed to SREIT PARK PLACE LOYOLA, L.P. BY SPECIAL WARRANTY DEED DATED DECEMBER 17, 2021,

AS RECORDED IN DOCUMENT NO. 2021276644, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, as more particularly described in **Exhibit “A-1”**, attached hereto and incorporated by reference for all purposes.

IV.

Easement Instrument. The Instrument of Conveyance shall be in substantial conformance with the form and substance as stated in the Temporary Construction Easement (**Exhibit “A-1”**) attached hereto and incorporated by reference for all purposes.

V.

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.

VI.

Miscellaneous.

A. Closing Date. The parties shall close on this transaction within 30 days of City Council’s approval and acceptance of the Easement.

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: SREIT Park Place Loyola, L.P.
1255 23rd St. NW
Washington, DC 20037

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.* With the exception of the permits and approvals to be issued in connection with this Agreement, this Agreement contains the entire agreement of the Parties and there are no other agreements or promises, oral or written between the Parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the Parties. This Agreement supersedes all other agreements between the Parties concerning the subject matter hereof.
- 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 in **Exhibit "A-1"** that said Property is free of any liens or other encumbrances that would prevent this grant, 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. Eligibility Certification.* Seller certifies that the individual or business entity named in the Agreement is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this certification is inaccurate.

I. *Payment of Debt or Delinquency* to the State or Political Subdivision of the State. Pursuant to Chapter 38, 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.

J. *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.

EXECUTED this the 25th day of May, 2023.

GRANTOR:

**SREIT PARK PLACE LOYOLA,
L.P., A TEXAS LIMITED
PARTNERSHIP**

By: OTM Park Place GP, Inc., its
General Partner

By: On Track Ministries, Inc., a Texas
non-profit corporation, its sole member

By: 
Cliff McDaniel, President

GRANTEE:

CITY OF PFLUGERVILLE,
a Texas home rule municipality

By: _____
Sereniah Breland, City Manager

ATTEST:

Trista Evans, City Secretary

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM 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:

SREIT PARK PLACE LOYOLA, L.P., A TEXAS LIMITED PARTNERSHIP (“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 unto 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 and restoration of the Easement Property as required under Section 7, below.
 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 in 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. *Restoration.* Upon completion of construction of Public infrastructure, Grantee will fill all trenches, repair and restore any fencing damaged by construction activities, remove all construction debris and restore, as nearly as possible, the surface of the Easement Property to its condition prior to the commencement of construction.
 8. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be

an election of remedies or a waiver of any other rights or remedies available at law or in equity.

9. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.
10. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.
11. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.
12. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.
13. *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.
14. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.
15. *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.
16. *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.

17. *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.
18. *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.
19. *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.
20. *Assignability.* The Easement may be assigned by Grantee, its successors or assigns, without the prior written consent of Grantor.
21. *Insurance.* Grantee will cause each contractor to maintain insurance policies and levels as it determines are reasonable for the construction of Public infrastructure and will cause Grantor and any other parties designated by Grantor as additional insureds under such liability insurance policies.
22. *Indemnity/Compliance with Laws.* To the extent not considered a "debt" within the meaning of Article XI, Section 7 of the Texas Constitution and otherwise permitted under applicable laws in the State of Texas, Grantee shall indemnify and hold Grantor harmless from any loss, cost, damage or expense arising from material physical damage to the Easement Property, or any other of Grantor's lands adjoining the Easement Property, or claims for personal injuries to or death of any person occurring as a result of actions of Grantee in the use of or the access of the Easement Property by Grantee, its agents, employees, contractors or invitees.

GRANTEE:

AGREED AND ACCEPTED:

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

By: _____
Sereniah Breland, City Manager

ATTEST:

_____, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____,
2023, 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.: Jeff Dunsworth, City Engineer
Public Works Complex
P.O. Box 589
Pflugerville, Texas 78691

EXHIBIT "A"

0.7937 Acre TCE
Temporary Construction Easement
J.C. Tannehill Survey No. 29, Abstract No. 22
Travis County, Texas

DESCRIPTION FOR A 0.7937 OF ONE ACRE
TEMPORARY CONSTRUCTION EASEMENT

DESCRIPTION OF A 0.7937 OF ONE ACRE (34,573 SQUARE FOOT) EASEMENT, OUT OF THE J.C. TANNEHILL SURVEY NO. 29, ABSTRACT NO. 22, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 16.812 ACRES CONVEYED TO SREIT PARK PLACE LOYOLA, L.P. BY SPECIAL WARRANTY DEED DATED DECEMBER 17, 2021, AS RECORDED IN DOCUMENT NO. 2021276644, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 0.7937 OF ONE ACRE EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point at the southeast corner of this easement, being in the south line of said 16.812 acre SREIT Park Place Loyola tract, and in the existing north right-of-way line of Loyola Lane (120 foot width), from which a 1/2-inch iron rod with cap (illegible) found at the southeast corner of said 16.812 acre SREIT Park Place Loyola tract, being the southwest corner of that tract described as 12.110 acres conveyed to Housing Authority of the City of Austin by Special Warranty Deed, as recorded in Document No. 2020006435, Official Public Records, Travis County, Texas, and in the existing north right-of-way line of Loyola Lane, bears South 63°18'15" East 750.12 feet, said POINT OF BEGINNING having Surface Coordinates of N=10,084,514.96 E=3,142,936.69;

- 1) THENCE, along the south line of this easement and said 16.812 acre SREIT Park Place Loyola tract, and the existing north right-of-way line of Loyola Lane, **North 63°18'15" West 7.91 feet** to a calculated point at the southwest corner of this easement, being the southeast corner of a 40 foot waterline easement recorded in Document No. 2005041349, Official Public Records, Travis County, Texas, from which a 1/2-inch iron rod with "Landmark Surveying" cap found at the southwest corner of said 16.812 acre SREIT Park Place Loyola tract and said 40 foot waterline easement, being in the east line of that tract described as 219.184 acres conveyed to the State of Texas by Special Warranty Deed, as recorded in Volume 11339, Page 2005, Real Property Records, Travis County, Texas, bears North 63°18'15" West 40.84 feet;

THENCE, along the west line of this easement, and the east line of said 40 foot waterline easement, crossing said 16.812 acre SREIT Park Place Loyola tract, the following four (4) courses, numbered 2 through 5:

- 2) **North 38°23'44" East 265.81 feet** to a calculated point,
 - 3) with a curve to the left, whose delta angle is **12°15'25"**, radius is **2,955.00 feet**, an arc distance of **632.14 feet**, and the chord of which bears **North 33°59'12" East 630.94 feet**,
 - 4) **North 40°59'39" East 102.63 feet** to a calculated point, and
 - 5) with a curve to the left, whose delta angle is **00°45'03"**, radius is **2,980.00 feet**, an arc distance of **39.05 feet**, and the chord of which bears **North 25°33'40" East 39.05 feet** to a calculated point at the northwest corner of this easement, and the northeast corner of said 40 foot waterline easement, being in the north line of said 16.812 acre SREIT Park Place Loyola tract, and the south line of Lot 1, Worley and Barton Subdivision, a subdivision of record in Book 94, Pages 199B-199C, Plat Records, Travis County, Texas, said Lot 1 conveyed as Tract 1 to Arabon Real Estate, LLC by Special Warranty Deed, as recorded in Document No. 2018139782, Official Public Records, Travis County, Texas, from which a 1/2-inch iron rod with "CFI Eng Assoc Inc" cap found at the northwest corner of said 16.812 acre SREIT Park Place Loyola tract and said 40 foot waterline easement, and the southwest corner of said Lot 1 and said Arabon Real Estate tract, being in the east line of said 219.184 acre State of Texas tract, bears **North 61°45'06" West 65.10 feet**;
- 6) THENCE, along the north line of this easement and said 16.812 acre SREIT Park Place Loyola tract, and the south line of said Lot 1 and said Arabon Real Estate tract, **South 61°45'06" East 60.08 feet** to a calculated point at the northeast corner of this easement;

THENCE, along the east line of this easement, crossing said 16.812 acre SREIT Park Place Loyola tract, the following seven (7) courses, numbered 7 through 13:

- 7) with a curve to the right, whose delta angle is **00°50'26"**, radius is **3,040.00 feet**, an arc distance of **44.59 feet**, and the chord of which bears **South 25°39'59" West 44.59 feet** to a calculated point,
- 8) **South 40°59'39" West 103.65 feet** to a calculated point,

0.7937 Acre TCE

- 9) with a curve to the right, whose delta angle is **12°06'28"**, radius is **1,206.95 feet**, an arc distance of **255.05 feet**, and the chord of which bears **South 30°24'36" West 254.58 feet** to a calculated point,
- 10) **North 57°10'13" West 40.57 feet** to a calculated point,
- 11) **South 36°28'16" West 385.16 feet** to a calculated point,
- 12) **South 40°14'28" West 209.74 feet** to a calculated point, and
- 13) **South 44°42'15" West 47.09 feet** to the POINT OF BEGINNING and containing 0.7937 of one acre (34,573 square feet) of land within these metes and bounds.

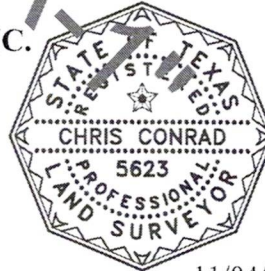
Bearing Basis Note

The bearings described herein are based on the Texas Coordinate System, Central Zone (4203), NAD83 (2011) EPOCH 2010.00. The coordinates shown are surface coordinates and can be converted to grid by dividing a combined scale factor of 1.000070.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.

3301 Hancock Dr., Ste. 6
Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500



A handwritten signature in black ink, appearing to read "Chris Conrad".

11/04/2022

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

Note: There is a plat to accompany this description.

M:\F&N~22-009~Pville Raw Water Line\Description\0.7937 SREIT TCE

Issued 11/04/2022

AUSTIN GRID N-25
TCAD# 0215300101

**SKETCH TO ACCOMPANY DESCRIPTION
OF 0.7937 AC. OR 34,573 SQ. FT. OF LAND OUT OF
THE J.C. TANNEHILL SURVEY NO. 29, ABSTRACT NO. 22
AUSTIN, TRAVIS COUNTY, TEXAS**

**WORLEY AND BARTON
SUBDIVISION
BK. 84, PGS. 199B-199C
P.R.T.C.T.**

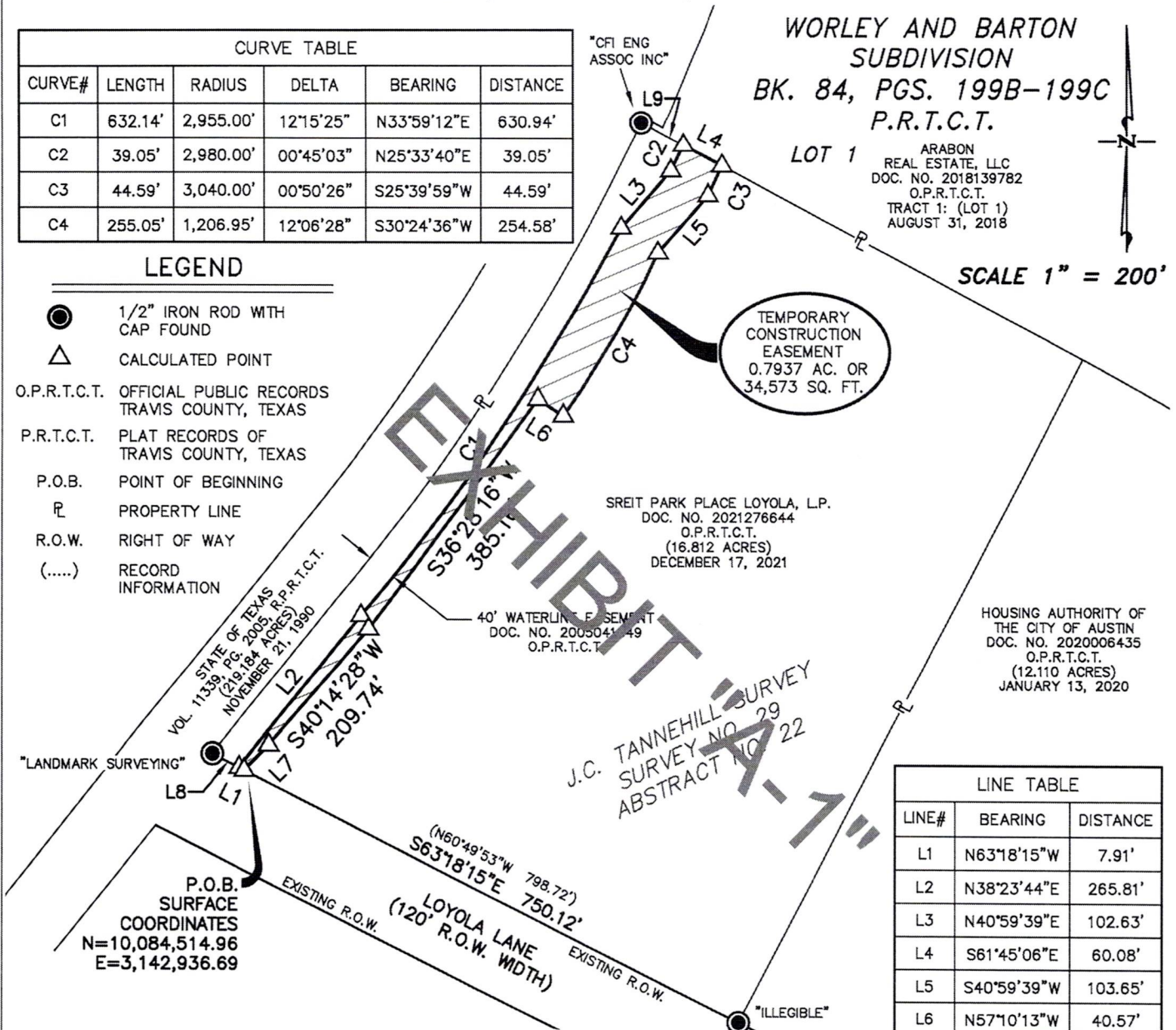
LOT 1
ARABON
REAL ESTATE, LLC
DOC. NO. 2018139782
O.P.R.T.C.T.
TRACT 1: (LOT 1)
AUGUST 31, 2018

SCALE 1" = 200'

CURVE TABLE					
CURVE#	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	632.14'	2,955.00'	12°15'25"	N33°59'12"E	630.94'
C2	39.05'	2,980.00'	00°45'03"	N25°33'40"E	39.05'
C3	44.59'	3,040.00'	00°50'26"	S25°39'59"W	44.59'
C4	255.05'	1,206.95'	12°06'28"	S30°24'36"W	254.58'

LEGEND

- 1/2" IRON ROD WITH CAP FOUND
- △ CALCULATED POINT
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
- P.R.T.C.T. PLAT RECORDS OF TRAVIS COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- ℙ PROPERTY LINE
- R.O.W. RIGHT OF WAY
- (.....) RECORD INFORMATION



SREIT PARK PLACE LOYOLA, L.P.
DOC. NO. 2021276644
O.P.R.T.C.T.
(16.812 ACRES)
DECEMBER 17, 2021

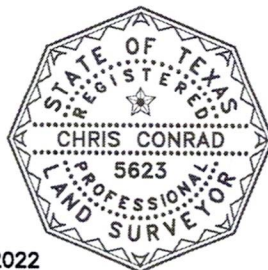
HOUSING AUTHORITY OF
THE CITY OF AUSTIN
DOC. NO. 202006435
O.P.R.T.C.T.
(12.110 ACRES)
JANUARY 13, 2020

LINE TABLE		
LINE#	BEARING	DISTANCE
L1	N63°18'15"W	7.91'
L2	N38°23'44"E	265.81'
L3	N40°59'39"E	102.63'
L4	S61°45'06"E	60.08'
L5	S40°59'39"W	103.65'
L6	N57°10'13"W	40.57'
L7	S44°42'15"W	47.09'
L8	N63°18'15"W	40.84'
L9	N61°45'06"W	65.10'

NOTES:
1. THIS PROJECT IS REFERENCED, FOR ALL BEARING AND COORDINATE BASIS, TO THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010.00. COORDINATES SHOWN HEREON ARE SURFACE COORDINATES AND CAN BE CONVERTED TO GRID BY DIVIDING BY A COMBINED SCALE FACTOR OF 1.000070.
2. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND WOULD BE SUBJECT TO ANY AND ALL EASEMENTS, CONDITIONS OR RESTRICTIONS THAT A CURRENT TITLE COMMITMENT MAY DISCLOSE.

11/04/2022

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



M:\F&N~22-009~ Pville Raw Water Line\Dwg\Parcels\SREIT Park Place Loyola TCE.dwg

TCAD# 0219301001 ISSUED: 11-04-2022
SURVEYED BY: PAGE 4 OF 4

**McGRAY & McGRAY
LAND SURVEYORS, INC.**
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
MCGRAY.COM (512) 451-8591
TBPELS SURVEY FIRM #10095500

AUSTIN GRID N-25 JOB NO.: 22-009

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 - (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 and restoration of the Easement Property as required under Section 7, below.
 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. *Restoration.* Upon completion of construction of Public infrastructure, Grantee will fill all trenches, repair and restore any fencing damaged by construction activities, remove all construction debris and restore, as nearly as possible, the surface of the Easement Property to its condition prior to the commencement of construction.
 8. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be

an election of remedies or a waiver of any other rights or remedies available at law or in equity.

9. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.
10. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.
11. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.
12. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.
13. *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.
14. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.
15. *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.
16. *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.

17. *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.
18. *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.
19. *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.
20. *Assignability.* The Easement may be assigned by Grantee, its successors or assigns, without the prior written consent of Grantor.
21. *Insurance.* Grantee will cause each contractor to maintain insurance policies and levels as it determines are reasonable for the construction of Public infrastructure and will cause Grantor and any other parties designated by Grantor as additional insureds under such liability insurance policies.
22. *Indemnity/Compliance with Laws.* To the extent not considered a "debt" within the meaning of Article XI, Section 7 of the Texas Constitution and otherwise permitted under applicable laws in the State of Texas, Grantee shall indemnify and hold Grantor harmless from any loss, cost, damage or expense arising from material physical damage to the Easement Property, or any other of Grantor's lands adjoining the Easement Property, or claims for personal injuries to or death of any person occurring as a result of actions of Grantee in the use of or the access of the Easement Property by Grantee, its agents, employees, contractors or invitees.

GRANTEE:

AGREED AND ACCEPTED:

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

By: _____
Sereniah Breland, City Manager

ATTEST:

_____, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____,
2023, 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.: Jeff Dunsworth, City Engineer
Public Works Complex
P.O. Box 589
Pflugerville, Texas 78691

EXHIBIT "A"

0.7937 Acre TCE
Temporary Construction Easement
J.C. Tannehill Survey No. 29, Abstract No. 22
Travis County, Texas

DESCRIPTION FOR A 0.7937 OF ONE ACRE
TEMPORARY CONSTRUCTION EASEMENT

DESCRIPTION OF A 0.7937 OF ONE ACRE (34,573 SQUARE FOOT) EASEMENT, OUT OF THE J.C. TANNEHILL SURVEY NO. 29, ABSTRACT NO. 22, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 16.812 ACRES CONVEYED TO SREIT PARK PLACE LOYOLA, L.P. BY SPECIAL WARRANTY DEED DATED DECEMBER 17, 2021, AS RECORDED IN DOCUMENT NO. 2021276644, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 0.7937 OF ONE ACRE EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point at the southeast corner of this easement, being in the south line of said 16.812 SREIT Park Place Loyola tract, and in the existing north right-of-way line of Loyola Lane (120 foot width), from which a 1/2-inch iron rod with cap (illegible) found at the southeast corner of said 16.812 acre SREIT Park Place Loyola tract, being the southwest corner of that tract described as 12.110 acres conveyed to Housing Authority of the City of Austin by Special Warranty Deed, as recorded in Document No. 2020006435, Official Public Records, Travis County, Texas, and in the existing north right-of-way line of Loyola Lane, bears South 63°18'15" East 750.12 feet, said POINT OF BEGINNING having Surface Coordinates of N=10,084,514.96, E=3,142,936.69;

- 1) THENCE, along the south line of this easement and said 16.812 acre SREIT Park Place Loyola tract, and the existing north right-of-way line of Loyola Lane, **North 63°18'15" West 7.91 feet** to a calculated point at the southwest corner of this easement, being the southeast corner of a 40 foot waterline easement recorded in Document No. 2005041349, Official Public Records, Travis County, Texas, from which a 1/2-inch iron rod with "Landmark Surveying" cap found at the southwest corner of said 16.812 acre SREIT Park Place Loyola tract and said 40 foot waterline easement, being in the east line of that tract described as 219.184 acres conveyed to the State of Texas by Special Warranty Deed, as recorded in Volume 11339, Page 2005, Real Property Records, Travis County, Texas, bears North 63°18'15" West 40.84 feet;

THENCE, along the west line of this easement, and the east line of said 40 foot waterline easement, crossing said 16.812 acre SREIT Park Place Loyola tract, the following four (4) courses, numbered 2 through 5:

- 2) **North 38°23'44" East 265.81 feet** to a calculated point,
- 3) with a curve to the left, whose delta angle is **12°15'25"**, radius is **2,955.00 feet**, an arc distance of **632.14 feet**, and the chord of which bears **North 33°59'12" East 630.94 feet**,
- 4) **North 40°59'39" East 102.63 feet** to a calculated point, and
- 5) with a curve to the left, whose delta angle is **00°45'03"**, radius is **2,980.00 feet**, an arc distance of **39.05 feet**, and the chord of which bears **North 25°33'40" East 39.05 feet** to a calculated point at the northwest corner of this easement, and the northeast corner of said 40 foot waterline easement, being in the north line of said 16.812 acre SREIT Park Place Loyola tract, and the south line of Lot 1, Worley and Barton Subdivision, a subdivision of record in Book 84, Pages 199B-199C, Plat Records, Travis County, Texas, said Lot 1 conveyed as Tract 1 to Arabon Real Estate, LLC by Special Warranty Deed, as recorded in Document No. 2018139782, Official Public Records, Travis County, Texas, from which a 1/2-inch iron rod with "CFI Eng Assoc Inc" cap found at the northwest corner of said 16.812 acre SREIT Park Place Loyola tract and said 40 foot waterline easement, and the southwest corner of said Lot 1 and said Arabon Real Estate tract, being in the east line of said 219.184 acre State of Texas tract, bears North 61°45'06" West 65.10 feet;
- 6) THENCE, along the north line of this easement and said 16.812 acre SREIT Park Place Loyola tract, and the south line of said Lot 1 and said Arabon Real Estate tract, **South 61°45'06" East 60.08 feet** to a calculated point at the northeast corner of this easement;

THENCE, along the east line of this easement, crossing said 16.812 acre SREIT Park Place Loyola tract, the following seven (7) courses, numbered 7 through 13:

- 7) with a curve to the right, whose delta angle is **00°50'26"**, radius is **3,040.00 feet**, an arc distance of **44.59 feet**, and the chord of which bears **South 25°39'59" West 44.59 feet** to a calculated point,
- 8) **South 40°59'39" West 103.65 feet** to a calculated point,

0.7937 Acre TCE

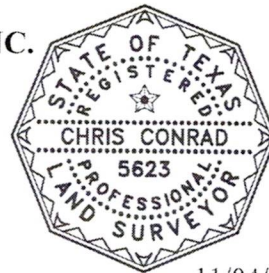
- 9) with a curve to the right, whose delta angle is **12°06'28"**, radius is **1,206.95 feet**, an arc distance of **255.05 feet**, and the chord of which bears **South 30°24'36" West 254.58 feet** to a calculated point,
- 10) **North 57°10'13" West 40.57 feet** to a calculated point,
- 11) **South 36°28'16" West 385.16 feet** to a calculated point,
- 12) **South 40°14'28" West 209.74 feet** to a calculated point, and
- 13) **South 44°42'15" West 47.09 feet** to the POINT OF BEGINNING and containing 0.7937 of one acre (34,573 square feet) of land within these metes and bounds.

Bearing Basis Note

The bearings described herein are based on the Texas Coordinate System, Central Zone (4203), NAD83 (2011) EPOCH 2010.00. The coordinates shown are surface coordinates and can be converted to grid by dividing a combined scale factor of 1.000070.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6
Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500



A handwritten signature in black ink, appearing to read "Chris Conrad".

Chris Conrad, Reg. Professional Land Surveyor No. 5623

11/04/2022

Date

Note: There is a plat to accompany this description.

M:\F&N~22-009~Pville Raw Water Line\Description\0.7937 SREIT TCE
Issued 11/04/2022

AUSTIN GRID N-25
TCAD# 0215300101

**SKETCH TO ACCOMPANY DESCRIPTION
OF 0.7937 AC. OR 34,573 SQ. FT. OF LAND OUT OF
THE J.C. TANNEHILL SURVEY NO. 29, ABSTRACT NO. 22
AUSTIN, TRAVIS COUNTY, TEXAS**

**WORLEY AND BARTON
SUBDIVISION
BK. 84, PGS. 199B-199C
P.R.T.C.T.**

LOT 1

ARABON
REAL ESTATE, LLC
DOC. NO. 2018139782
O.P.R.T.C.T.
TRACT 1: (LOT 1)
AUGUST 31, 2018



SCALE 1" = 200'

CURVE TABLE					
CURVE#	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	632.14'	2,955.00'	12°15'25"	N33°59'12"E	630.94'
C2	39.05'	2,980.00'	00°45'03"	N25°33'40"E	39.05'
C3	44.59'	3,040.00'	00°50'26"	S25°39'59"W	44.59'
C4	255.05'	1,206.95'	12°06'28"	S30°24'36"W	254.58'

LEGEND

- 1/2" IRON ROD WITH CAP FOUND
- △ CALCULATED POINT
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
- P.R.T.C.T. PLAT RECORDS OF TRAVIS COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- ℙ PROPERTY LINE
- R.O.W. RIGHT OF WAY
- (.....) RECORD INFORMATION

TEMPORARY
CONSTRUCTION
EASEMENT
0.7937 AC. OR
34,573 SQ. FT.

SREIT PARK PLACE LOYOLA, L.P.
DOC. NO. 2021276644
O.P.R.T.C.T.
(16.812 ACRES)
DECEMBER 17, 2021

HOUSING AUTHORITY OF
THE CITY OF AUSTIN
DOC. NO. 202006435
O.P.R.T.C.T.
(12.110 ACRES)
JANUARY 13, 2020

J.C. TANNEHILL SURVEY
SURVEY NO. 29
ABSTRACT NO. 22

LINE TABLE		
LINE#	BEARING	DISTANCE
L1	N63°18'15"W	7.91'
L2	N38°23'44"E	265.81'
L3	N40°59'39"E	102.63'
L4	S61°45'06"E	60.08'
L5	S40°59'39"W	103.65'
L6	N57°10'13"W	40.57'
L7	S44°42'15"W	47.09'
L8	N63°18'15"W	40.84'
L9	N61°45'06"W	65.10'

"LANDMARK SURVEYING"

P.O.B.
SURFACE
COORDINATES
N=10,084,514.96
E=3,142,936.69

NOTES:
1. THIS PROJECT IS REFERENCED, FOR ALL BEARING AND COORDINATE BASIS, TO THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010.00. COORDINATES SHOWN HEREON ARE SURFACE COORDINATES AND CAN BE CONVERTED TO GRID BY DIVIDING BY A COMBINED SCALE FACTOR OF 1.000070.
2. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND WOULD BE SUBJECT TO ANY AND ALL EASEMENTS, CONDITIONS OR RESTRICTIONS THAT A CURRENT TITLE COMMITMENT MAY DISCLOSE.



Chris Conrad

11/04/2022

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

M:\F&N\22-009~ Pville Raw Water Line\Dwg\Parcels\SREIT Park Place Loyola TCE.dwg

TCAD# 0219301001

ISSUED: 11-04-2022

SURVEYED BY:

PAGE 4 OF 4

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

3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731

MCGRAY.COM (512) 451-8591

TBPELS SURVEY FIRM #10095500

AUSTIN GRID N-25

JOB NO.: 22-009