

**SETTLEMENT AND PURCHASE AGREEMENT
LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2D
(Parcels 21, 23, 25)**

This Settlement and Purchase Agreement (this "Agreement") is made and entered into by and between the **CITY OF PFLUGERVILLE, TEXAS**, a Texas home-rule municipality ("Buyer"), and **LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2D**, a conservation and reclamation district created under the authority of Article XVI, Section 59 of the Texas Constitution and operating under Chapters 49 and 51 of the Texas Water Code ("Seller"), hereafter each a "Party" and 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. Seller is the current owner thereof:

- a. a 0.832-acre parcel of land, being a part of the James P. Kemp Survey No. 12, Abstract No. 462 and the John L. Bray Survey No. 10, Abstract No. 73, City of Pflugerville, Travis County, Texas, hereafter referred to as the "Parcel 21";
- b. a 0.579-acre parcel of land, being a part of the James P. Kemp Survey No. 12, Abstract No. 462 and the John L. Bray Survey No. 10, Abstract No. 73, City of Pflugerville, Travis County, Texas, hereafter referred to as the "Parcel 23";
- c. a 43.41-acre parcel of land, being part of the James P. Kemp Survey No. 12, Abstract No. 462 and the John L. Bray Survey No. 10, Abstract No. 73, City of Pflugerville, Travis County, Texas, hereafter referred to as the "Parcel 25."

B. Buyer requires acquisition of the following real property for purposes of its Kelly Lane Phase 3 Project:

- a. all of Parcel 21;
- b. all of Parcel 23;
- c. an approximately 0.1075-acre portion of the 43.41-Acre Parcel as described in **Exhibit "A"** ("Right-of-Way") and an approximately 0.0413-acre easement across the 43.41-Acre Parcel as described in **Exhibit "B"** ("Utility Easement").

C. Buyer delivered an initial offer letter and final offer letter to Seller to acquire Parcel 21, Parcel 23, the Right-of-Way, and the Utility Easement, hereafter collectively referred to as the "Property," by condemnation according to Chapter 21 of the Texas Property Code.

D. Seller and Buyer disputed the condemnation and compensation for the Property.

E. Seller and Buyer, in an effort to avoid further litigation regarding this matter, have negotiated terms for a settlement and resolution of such dispute.

E. Seller determined that conveyance of the Property to Buyer serves a public purpose and benefit for the Seller, including Buyer's plans to use the Property to improve roadways around Seller.

F. Seller found that conveyance of the Property to Buyer under the terms and conditions of this Agreement are necessary or advantageous to Seller.

G. Seller declared the Property as surplus property pursuant to Texas Water Code § 49.226.

H. Seller is willing to convey and Buyer to purchase the Property for the negotiated value of \$500,000.00.

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

I.

Purchase and Sale Agreement. For the Purchase Price, Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to buy and pay Seller for the entirety of the Property, as part of the Kelly Lane Phase 3 Project, in accordance with the other terms and conditions of this Agreement. The promises by Buyer and Seller stated in this Agreement are the consideration for the formation of this Agreement. The obligations of the Buyer contained in this Agreement are conditional on City Council of Pflugerville's ("City Council") approval and acceptance of the Agreement. In the event the City Council does not approve the acceptance of the Agreement, Buyer shall pay Seller \$100.00, as consideration for Seller's agreement to the condition on closing and shall return to Seller all original documents, unfiled with Travis County, at Buyer's expense.

II.

The Purchase Price. FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$500,000.00), to be paid by Buyer to Seller at closing.

III.

The Property.

A. *Parcel 21.* More or less as described as a 0.832-acre parcel of land, being a part of the James P. Kemp Survey No. 12, Abstract No. 462 and the John L. Bray Survey No. 10, Abstract No. 73, City of Pflugerville, Travis County, Texas, previously conveyed to Seller by special warranty deed recorded in Document No. 2007177336 of the official public records of Travis County, Texas.

B. *Parcel 23.* More or less as described as a 0.579-acre parcel of land, being a

part of the James P. Kemp Survey No. 12, Abstract No. 462 and the John L. Bray Survey No. 10, Abstract No. 73, City of Pflugerville, Travis County, Texas, previously conveyed to Seller by special warranty deed recorded in Document No. 2007177337 of the official public records of Travis County, Texas.

C. *Right-of-Way*. More or less as described in **Exhibit “A”**.

D. *Utility Easement*. More or less as described in **Exhibit “B”**.

IV.

Instruments of Conveyance. The Instruments of Conveyance shall be in substantial conformance with the form and substance as stated in the **Special Warranty Deed (Exhibit “C”)** and **Utility Easement Agreement (Exhibit “D”)**, attached hereto and incorporated by reference for all purposes.

V.

Miscellaneous.

A. *Closing Date*. The parties shall close on this transaction within the latter of 30 days of (i) City Council’s approval and acceptance of the Agreement or (ii) the Board of Director’s approval and acceptance of the Agreement.

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:

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

Seller: Lakeside Water and Control Improvement District No. 2D
c/o Lloyd Gosselink Rochelle & Townsend, P.C.
Attn: David J. Klein
816 Congress Ave., Ste 1900
Austin, Texas 78701

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 Party 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 ordinances of the Buyer, then 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 Seller.* Seller warrants, represents, covenants, and agrees that Seller has fee simple absolute title to the "Property", that said "Property" is free of any liens or other encumbrances that would prevent this sale. The Parties acknowledge that Seller, as a political subdivision of the State of Texas, is not subject to the requirements to contract with Buyer as provided by Chapter 38 of Buyer's Code of Ordinances.
- H. Authority.* Each Party represents and warrants that it has the full right, power, and authority to execute this Agreement and all related documents. Each person executing this Agreement and related documents on behalf of a Party represents that he or she is an authorized representative of and has authority to sign such documents on behalf of the respective Party.

[Signature pages follow immediately]

EXECUTED this ____ day of _____ 2026.

SELLER:

**LAKESIDE WATER CONTROL AND
IMPROVEMENT DISTRICT NO. 2D**

By: 
William McCord
President, Board of Directors

BUYER:

CITY OF PFLUGERVILLE,
a Texas home-rule municipality

By: _____
Sereniah Breland, City Manager

ATTEST:

By: _____
Trista Evans, City Secretary

EXHIBIT "A"

County: Travis County
Highway: Kelly Lane
Limits: Jakes Hill Road to Weiss Lane

Property Description for Parcel 25

Being a **0.1075-acre (4,683 square feet)** parcel out of the James P. Kempe Survey Number 464, being out of a called 43.41-acre tract conveyed from KS Capital, Ltd. to Lakeside Water Control and Improvement District No. 2D by Special Warranty Deed dated October 26, 2016, recorded in Document Number 2017013310 of the Official Public Records (O.P.R.), of Travis County, Texas, (all records cited herein are recorded in Travis County), said **0.1075-acre** parcel being more particularly described by metes and bounds as follows:

COMMENCING at a set 1/2" iron rod with red cap stamped "VICKREY PROP COR", set for the northeast corner of Unit B98, The Reserve at West Creek, recorded in Document Number 2006224774, O.P.R., conveyed to Alla Ageychenko by General Warranty Deed executed September 13, 2017, recorded in Document Number 2017147678, O.P.R., and the northwest corner of Unit B97, of said The Reserve at West Creek, conveyed to Maria Elena Facundo by Warranty Deed with Vendor's Lien dated July 30, 2018, recorded in Document Number 2018120555, O.P.R., the southeast corner of a called 5.10-acre tract conveyed to Brenda Hamann Kirchner by Executor's Deed dated August 26, 2024, recorded in Document Number 2024095243, O.P.R., and the southwest corner of said 43.41-acre tract;

THENCE, North 26°58'32" East, along the northwest line of said 43.41-acre tract and the southeast line of said 5.10-acre tract, a distance of 634.74 feet to a set iron rod with plastic red cap stamped "ROW" set in the proposed southwest right-of-way of Kelly Lane, for the **POINT OF BEGINNING** and for the south corner of the herein described parcel, a point of curvature for a curve to the left, said point having coordinates of N=10,141,581.84, E=3,172,920.70, said point being 60.28 feet right from the proposed Kelly Lane Baseline Station 76+05.54;

1. **THENCE**, North 26°58'32" East, along the southeast line of said 5.10-acre tract and the northwest line of said 43.41-acre tract, a distance of 39.77 feet to a point, in the existing southwest right-of-way line of Cele Road, right-of-way width varies, recorded in said The Reserve at West Creek, for the north corner of said 43.41-acre tract and the herein described parcel;

EXHIBIT "A"

2. **THENCE**, South 63°43'51" East, along the existing southwest right-of-way line of said Cele Road and the northeast line of said 43.41 feet, a distance of 177.88 feet to a set iron rod with plastic red cap stamped "ROW", set for the east corner of the herein described parcel;
3. **THENCE**, South 26°53'55" West, departing the existing southwest right-of-way line of said Cele Road, into and across said 43.41-acre tract, a distance of 18.98 feet to a set iron rod with plastic red cap stamped "ROW", set in the proposed southwest right-of-way line of Kelly Lane, and for the south corner of the herein described parcel, the point of curvature of a curve to the left;
4. **THENCE**, continuing into and across said 43.41-acre tract, along the proposed southwest right-of-way line of Kelly Lane and said curve to the left, an arc distance of 179.68 feet, with a radius of 888.00 feet, a central angle of 11°35'36", and a chord bearing and distance of North 70°23'15" West, 179.37 feet, to the **POINT OF BEGINNING** and containing 0.1075 of an acre (4,683 square feet) parcel of land.

EXHIBIT "A"

NOTES:

All bearings and coordinates are based on the Texas Coordinate System, Central Zone (4203), North American Datum of 1983 (NAD83). All distances and coordinates shown are in surface values and may be converted to grid by dividing by the Surface Adjustment Factor of 1.00010132.

Units of Measure: U.S. Survey Feet

A parcel plat of even date was prepared in conjunction with this property description.

Abstracting was completed in February, 2025.

I hereby certify that this survey was performed on the ground under my supervision and that this property description and accompanying parcel plat represent the facts as found at the time of the survey. Survey date: May, 2025



05-16-25

Gabriel Macias, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration #6185
ESP Associates, Inc.
12940 Country Parkway
San Antonio, TX 78216
(210) 349-3271
TBPELS Firm Registration No. 10194036

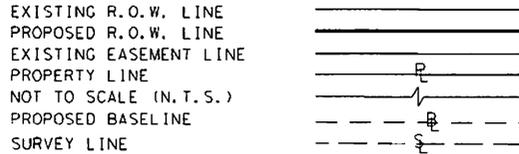
Date



EXHIBIT "A"

LEGEND

- SET 1/2" IRON ROD W/ RED CAP STAMPED "ROW" UNLESS OTHERWISE NOTED
- SET 1/2" IR W/ RED CAP STAMPED "VICKREY PROP COR" AS NOTED / SET IR W/ PLASTIC BLUE CAP STAMPED "EASEMENT" UNLESS OTHERWISE NOTED
- FOUND MONUMENT (AS NOTED)
- ↖ LAND HOOK (IDENTICAL OWNER)
- FND FOUND
- IR/IP IRON ROD/IRON PIPE
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- P.R.T.C.T. PLAT RECORDS OF TRAVIS COUNTY, TEXAS
- D.R.T.C.T. DEED RECORDS OF TRAVIS COUNTY, TEXAS
- DOC.NO. DEED RECORDS OF TRAVIS COUNTY, TEXAS
- U.E. UTILITY EASEMENT
- W.E. WATERMAIN EASEMENT
- R.O.W. RIGHT-OF-WAY
- (XXXX) PARCEL NUMBER



NOTES:

1. ALL BEARINGS AND COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM OF 1983, CORS 96 EPOCH 2002.00.
2. COORDINATES AND DISTANCES ARE DISPLAYED AS SURFACE VALUES AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SURFACE ADJUSTMENT FACTOR OF 1.0001032. ALL MEASUREMENTS ARE IN U.S. SURVEY FEET.
3. THIS MAP WAS PRODUCED WITHOUT THE BENEFIT OF TITLE COMMITMENTS. ALL MATTERS OF RECORD MAY NOT BE SHOWN HEREIN.
4. ABSTRACTING WAS COMPLETED FEBRUARY, 2025.
5. FIELD SURVEYS WERE COMPLETED MAY, 2025.
6. RIGHT OF WAY MAP COMPLETED IN MAY, 2025.
7. PROPOSED RIGHT-OF-WAY BASELINE MAY NOT MATCH PROPOSED CONSTRUCTION BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.
8. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.
9. PROPERTY LINES ARE BASED ON FOUND MONUMENTATION SHOWN ON THE CORRESPONDING RIGHT-OF-WAY MAP.

C-KL-8		
NORTHING	=	10,141,679.76
EASTING	=	3,172,892.93
PI STATION	=	75+56.95
DELTA	=	27° 16' 27"
DEGREE OF CURVE	=	06° 05' 43"
TANGENT	=	228.05'
LENGTH	=	447.46'
RADIUS	=	940.00'
PC STATION	=	73+28.89
PT STATION	=	77+76.36
CHORD BEARING	=	S76° 44' 19"E
CHORD DISTANCE	=	443.25'



ALLA AGEYCHENKO UNIT B98
 DOC. NO. 2017147678, O.P.R.T.C.T.
 EXECUTED: SEPTEMBER 13, 2017

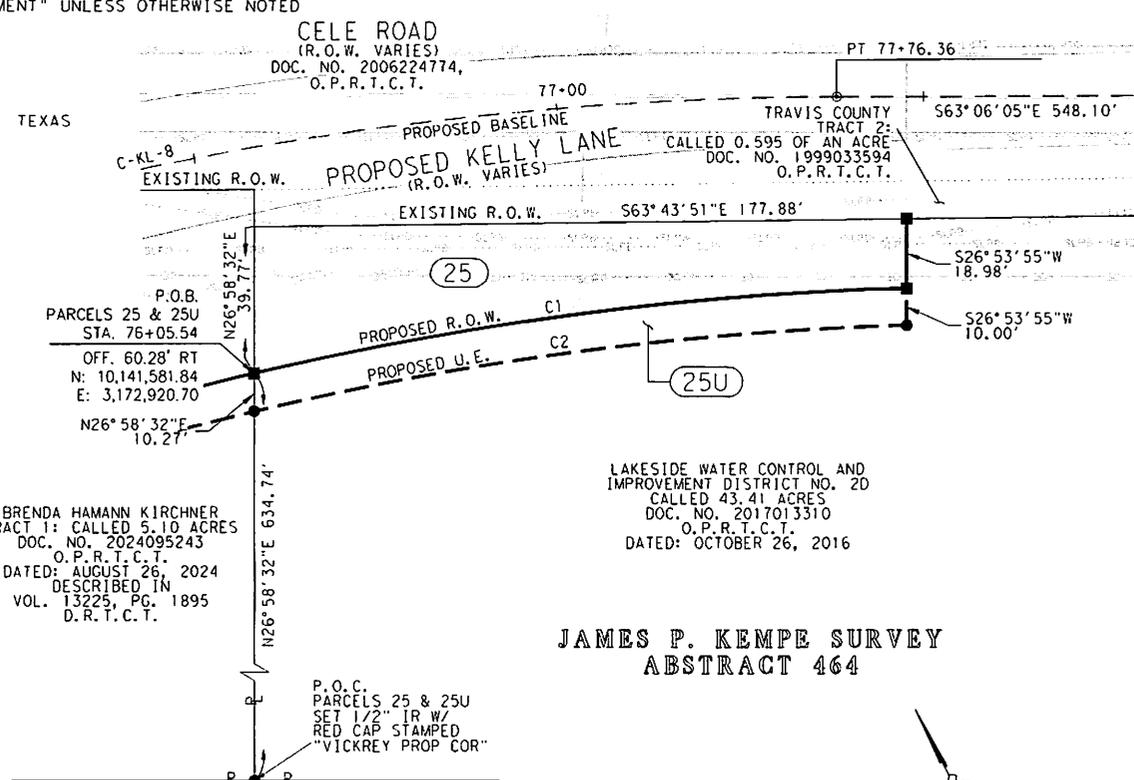
MARIA ELENA FACUNDO UNIT B97
 DOC. NO. 2018120555, O.P.R.T.C.T.
 DATED: JULY 30, 2018

THE RESERVE AT WEST CREEK
 A CONDOMINIUM DEVELOPMENT
 DOC. NO. 2006224774 O.P.R.T.C.T.
 EXECUTED: NOVEMBER 10, 2006

I, HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED ON THE GROUND UNDER MY SUPERVISION AND THAT THIS PARCEL PLAT REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

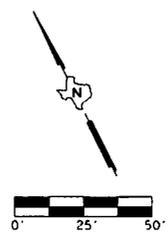
Gabriel Macias
 GABRIEL MACIAS
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS NUMBER 6185

05-16-25
 DATE



LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 20
 CALLED 43.41 ACRES
 DOC. NO. 2017013310
 O.P.R.T.C.T.
 DATED: OCTOBER 26, 2016

JAMES P. KEMPE SURVEY ABSTRACT 464



ESP Associates, Inc.
 12940 Country Parkway
 San Antonio, TX 78216
 (210) 349-3271
 www.espassociates.com
 TBPELS No. 10194036
 ©2025

PARCEL PLAT
 SHOWING
PARCELS 25 & 25U

KELLY LANE
 TRAVIS COUNTY
 MAY, 2025

PAGE 4 OF 4 SCALE: 1"=50'

EXHIBIT "B"

County: Travis County
Highway: Kelly Lane
Limits: Jakes Hill Road to Weiss Lane

Property Description for Parcel 25U

Being a **0.0413-acre (1,797 square feet)** utility easement out of the James P. Kempe Survey Number 464, being out of a called 43.41-acre tract conveyed from KS Capital, Ltd. to Lakeside Water Control and Improvement District No. 2D by Special Warranty Deed dated October 26, 2016, recorded in Document Number 2017013310 of the Official Public Records (O.P.R.), of Travis County, Texas, (all records cited herein are recorded in Travis County), said **0.0413-acre** easement being more particularly described by metes and bounds as follows:

COMMENCING at a set 1/2" iron rod with red cap stamped "VICKREY PROP COR", set for the northeast corner of Unit B98, The Reserve at West Creek, recorded in Document Number 2006224774, O.P.R., conveyed to Alla Ageychenko by General Warranty Deed executed September 13, 2017, recorded in Document Number 2017147678, O.P.R., and the northwest corner of Unit B97, of said The Reserve at West Creek, conveyed to Maria Elena Facundo by Warranty Deed with Vendor's Lien dated July 30, 2018, recorded in Document Number 2018120555, O.P.R., the southeast corner of a called 5.10-acre tract conveyed to Brenda Hamann Kirchner by Executor's Deed dated August 26, 2024, recorded in Document Number 2024095243, O.P.R., and the southwest corner of said 43.41-acre tract;

THENCE, North 26°58'32" West, along the northwest line of said 43.41-acre tract and the southeast line of said 5.10-acre tract, a distance of 634.74 feet to a set iron rod with plastic red cap stamped "ROW" set in the proposed southwest right-of-way of Kelly Lane, for the **POINT OF BEGINNING** and for the south corner of the herein described parcel, a point of curvature for a curve to the left, said point having coordinates of N=10,141,581.84, E=3,172,920.70, said point being 60.27 feet right from the proposed Kelly Lane Baseline Station 76+05.54;

1. **THENCE**, into and across said 43.41-acre tract, along said curve to the right and the proposed southwest right-of-way line of Kelly Lane, an arc distance of 179.68 feet, with a radius of 888.00 feet, a central angle of 11°35'36", and a chord bearing and distance of South 70°23'15" East, 179.37 feet, to a set iron rod with plastic red cap stamped "ROW", set for the northeast corner of the herein described easement;

EXHIBIT "B"

2. **THENCE**, South 26°53'55" West, continuing into and across said 43.41-acre tract, a distance of 10.00 feet to a set iron rod with blue cap stamped "EASEMENT", set for the southeast corner of the herein described easement, the point of curvature of a curve to the left;
3. **THENCE**, continuing into and across said 43.41-acre tract, along said curve to the left, an arc distance of 179.74 feet, with a radius of 878.00 feet, a central angle of 11°43'44", and a chord bearing and distance of North 70°28'21" West, 179.42 feet, to a set iron rod with blue cap stamped "EASEMENT", set in the northwest line of said 43.41-acre tract and in the southeast line of said 5.10-acre tract, for the southwest corner of the herein described easement;
4. **THENCE**, North 26°58'32" East, along the northwest line of said 43.41-acre tract and the southeast line of said 5.10-acre tract, a distance of 10.27 feet to the **POINT OF BEGINNING** and containing 0.0413 of an acre (1,797 square feet) easement of land.

EXHIBIT "B"

NOTES:

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Units of Measure: U.S. Survey Feet

A parcel plat of even date was prepared in conjunction with this property description.

Abstracting was completed in February, 2025.

I hereby certify that this survey was performed on the ground under my supervision and that this property description and accompanying parcel plat represent the facts as found at the time of the survey. Survey date: May, 2025



05-09-25

Gabriel Macias, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration #6185
ESP Associates, Inc.
12940 Country Parkway
San Antonio, TX 78216
(210) 349-3271
TBPELS Firm Registration No. 10194036

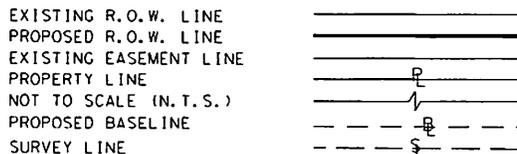
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EXHIBIT "B"

LEGEND

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- SET 1/2" IR W/ RED CAP STAMPED "VICKREY PROP COR" AS NOTED /
- SET IR W/ PLASTIC BLUE CAP STAMPED "EASEMENT" UNLESS OTHERWISE NOTED
- ∩ FOUND MONUMENT (AS NOTED)
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- P.R.T.C.T. PLAT RECORDS OF TRAVIS COUNTY, TEXAS
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C-KL-8

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PT STATION	=	77+76.36
CHORD BEARING	=	S76° 44' 19"E
CHORD DISTANCE	=	443.25'



BRENDA HAMANN KIRCHNER
TRACT 1: CALLED 5.10 ACRES
DOC. NO. 2024095243
O.P.R.T.C.T.
DATED: AUGUST 26, 2024
DESCRIBED IN
VOL. 13225, PG. 1895
D.R.T.C.T.

ALLA AGEYCHENKO
UNIT B98
DOC. NO. 2017147678,
O.P.R.T.C.T.
EXECUTED: SEPTEMBER 13, 2017

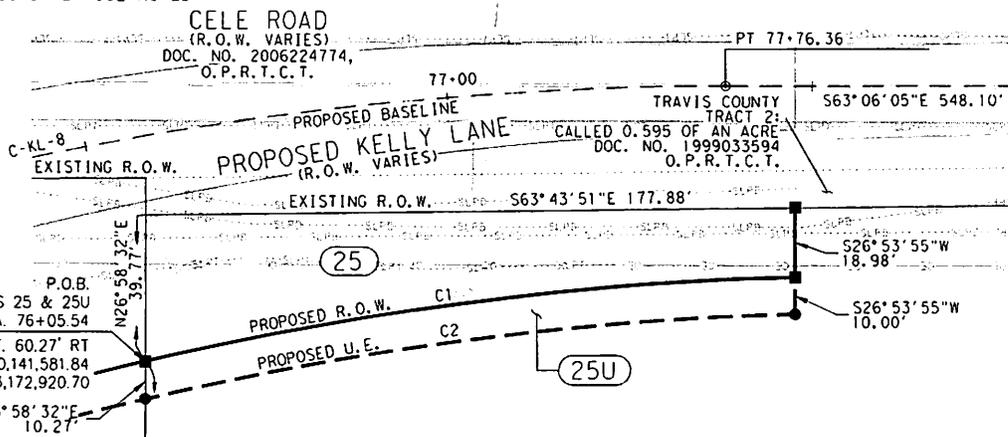
P.O.C.
PARCELS 25 & 25U
SET 1/2" IR W/
RED CAP STAMPED
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MARIA ELENA FACUNDO
UNIT B97
DOC. NO. 2018120555,
O.P.R.T.C.T.
DATED: JULY 30, 2018

THE RESERVE AT WEST CREEK
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EXECUTED: NOVEMBER 10, 2006

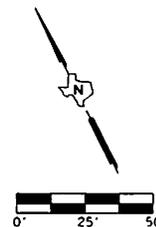
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Gabriel Macias
05-09-25
GABRIEL MACIAS
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NUMBER 6185



LAKESIDE WATER CONTROL AND
IMPROVEMENT DISTRICT NO. 2D
CALLED 43.41 ACRES
DOC. NO. 2017013310
O.P.R.T.C.T.
DATED: OCTOBER 26, 2016

JAMES P. KEMPE SURVEY
ABSTRACT 464



ESP Associates, Inc.
12940 Country Parkway
San Antonio, TX 78216
(210) 349-3271
www.espassociates.com
TBPELS No. 10194036
©2025

PARCEL PLAT
SHOWING
PARCELS 25 & 25U
KELLY LANE
TRAVIS COUNTY
MAY, 2025

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

SPECIAL WARRANTY DEED

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

That **LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2D**, of the County of Travis, Texas, whose address is c/o Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Ave Suite 1900, Austin, Texas 78701 ("Grantor"), for and in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid to the **CITY OF PFLUGERVILLE, TEXAS**, a home-rule municipality located in Travis County, Texas ("Grantee"), whose mailing address is P.O. Box 589, Pflugerville, Travis County, Texas 78691, the receipt and sufficiency of which consideration are hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto, Grantee, the properties described in **Exhibit "A", Exhibit "A-1", and Exhibit "A-2"**, incorporated herein by reference (collectively, the "Property") subject to all of the reservations, exceptions and other matters set forth or referred to herein.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, and Grantee's successors or assigns, forever; and Grantor does hereby bind Grantor, and Grantor's successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof by, through or under Grantor, but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

No responsibility for validity of real estate title assumed by the attorneys preparing this instrument unless a written title opinion rendered.

[Signature pages to follow.]

EXECUTED AND EFFECTIVE as of this ____ day of _____, 2026.

GRANTOR:

**LAKESIDE WATER CONTROL AND
IMPROVEMENT DISTRICT NO. 2D**

By: _____
William McCord
President, Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me this ____ day of _____, 2026 by William McCord, President of the Board of Directors of Lakeside Water Control and Improvement District No. 2D, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his oath stated that he is authorized to execute such instrument on behalf of said entity, and that said instrument is executed as the free and voluntary act and deed for the purposes and consideration expressed therein.

Notary Public, State of Texas

(seal)

GRANTEE:

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 _____, 2026, by Sereniah Breland, City Manager of the City of Pflugerville, Texas, a Texas home-rule municipality, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon her oath stated that she is authorized to execute such instrument on behalf of said municipality; and that said instrument is executed as the free and voluntary act and deed for the purposes and consideration expressed therein.

(seal)

Notary Public, State of Texas

After recordation, please return to:

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

EXHIBIT "A"

County: Travis County
Highway: Kelly Lane
Limits: Jakes Hill Road to Weiss Lane

Property Description for Parcel 25

Being a **0.1075**-acre (**4,683** square feet) parcel out of the James P. Kempe Survey Number 464, being out of a called 43.41-acre tract conveyed from KS Capital, Ltd. to Lakeside Water Control and Improvement District No. 2D by Special Warranty Deed dated October 26, 2016, recorded in Document Number 2017013310 of the Official Public Records (O.P.R.), of Travis County, Texas, (all records cited herein are recorded in Travis County), said **0.1075**-acre parcel being more particularly described by metes and bounds as follows:

COMMENCING at a set 1/2" iron rod with red cap stamped "VICKREY PROP COR", set for the northeast corner of Unit B98, The Reserve at West Creek, recorded in Document Number 2006224774, O.P.R., conveyed to Alla Ageychenko by General Warranty Deed executed September 13, 2017, recorded in Document Number 2017147678, O.P.R., and the northwest corner of Unit B97, of said The Reserve at West Creek, conveyed to Maria Elena Facundo by Warranty Deed with Vendor's Lien dated July 30, 2018, recorded in Document Number 2018120555, O.P.R., the southeast corner of a called 5.10-acre tract conveyed to Brenda Hamann Kirchner by Executor's Deed dated August 26, 2024, recorded in Document Number 2024095243, O.P.R., and the southwest corner of said 43.41-acre tract;

THENCE, North 26°58'32" East, along the northwest line of said 43.41-acre tract and the southeast line of said 5.10-acre tract, a distance of 634.74 feet to a set iron rod with plastic red cap stamped "ROW" set in the proposed southwest right-of-way of Kelly Lane, for the **POINT OF BEGINNING** and for the south corner of the herein described parcel, a point of curvature for a curve to the left, said point having coordinates of N=10,141,581.84, E=3,172,920.70, said point being 60.28 feet right from the proposed Kelly Lane Baseline Station 76+05.54;

1. **THENCE**, North 26°58'32" East, along the southeast line of said 5.10-acre tract and the northwest line of said 43.41-acre tract, a distance of 39.77 feet to a point, in the existing southwest right-of-way line of Cele Road, right-of-way width varies, recorded in said The Reserve at West Creek, for the north corner of said 43.41-acre tract and the herein described parcel;

EXHIBIT "A"

2. **THENCE**, South 63°43'51" East, along the existing southwest right-of-way line of said Cele Road and the northeast line of said 43.41 feet, a distance of 177.88 feet to a set iron rod with plastic red cap stamped "ROW", set for the east corner of the herein described parcel;
3. **THENCE**, South 26°53'55" West, departing the existing southwest right-of-way line of said Cele Road, into and across said 43.41-acre tract, a distance of 18.98 feet to a set iron rod with plastic red cap stamped "ROW", set in the proposed southwest right-of-way line of Kelly Lane, and for the south corner of the herein described parcel, the point of curvature of a curve to the left;
4. **THENCE**, continuing into and across said 43.41-acre tract, along the proposed southwest right-of-way line of Kelly Lane and said curve to the left, an arc distance of 179.68 feet, with a radius of 888.00 feet, a central angle of 11°35'36", and a chord bearing and distance of North 70°23'15" West, 179.37 feet, to the **POINT OF BEGINNING** and containing 0.1075 of an acre (4,683 square feet) parcel of land.

EXHIBIT "A"

EXHIBIT "A"

NOTES:

All bearings and coordinates are based on the Texas Coordinate System, Central Zone (4203), North American Datum of 1983 (NAD83). All distances and coordinates shown are in surface values and may be converted to grid by dividing by the Surface Adjustment Factor of 1.00010132.

Units of Measure: U.S. Survey Feet

A parcel plat of even date was prepared in conjunction with this property description.

Abstracting was completed in February, 2025.

I hereby certify that this survey was performed on the ground under my supervision and that this property description and accompanying parcel plat represent the facts as found at the time of the survey. Survey date: May, 2025



05-16-25

Gabriel Macias, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration #6185
ESP Associates, Inc.
12940 Country Parkway
San Antonio, TX 78216
(210) 349-3271
TBPELS Firm Registration No. 10194036

Date



EXHIBIT "A"

LEGEND

- SET 1/2" IRON ROD W/ RED CAP STAMPED "ROW" UNLESS OTHERWISE NOTED
- SET 1/2" IR W/ RED CAP STAMPED "VICKREY PROP COR" AS NOTED / SET IR W/ PLASTIC BLUE CAP STAMPED "EASEMENT" UNLESS OTHERWISE NOTED
- FOUND MONUMENT (AS NOTED)
- ↗ LAND HOOK (IDENTICAL OWNER)
- FND FOUND
- IR/IP IRON ROD/IRON PIPE
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- P.R.T.C.T. PLAT RECORDS OF TRAVIS COUNTY, TEXAS
- D.R.T.C.T. DEED RECORDS OF TRAVIS COUNTY, TEXAS
- DOC.NO. DEED RECORDS OF TRAVIS COUNTY, TEXAS
- U.E. UTILITY EASEMENT
- W.E. WATERMAIN EASEMENT
- R.O.W. RIGHT-OF-WAY
- (XXXX) PARCEL NUMBER

- EXISTING R.O.W. LINE
- PROPOSED R.O.W. LINE
- EXISTING EASEMENT LINE
- PROPERTY LINE
- NOT TO SCALE (N.T.S.)
- PROPOSED BASELINE
- SURVEY LINE

NOTES:

1. ALL BEARINGS AND COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM OF 1983, CORS 96 EPOCH 2002.00.
2. COORDINATES AND DISTANCES ARE DISPLAYED AS SURFACE VALUES AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SURFACE ADJUSTMENT FACTOR OF 1.000132. ALL MEASUREMENTS ARE IN U.S. SURVEY FEET.
3. THIS MAP WAS PRODUCED WITHOUT THE BENEFIT OF TITLE COMMITMENTS. ALL MATTERS OF RECORD MAY NOT BE SHOWN HEREIN.
4. ABSTRACTING WAS COMPLETED FEBRUARY, 2025.
5. FIELD SURVEYS WERE COMPLETED MAY, 2025.
6. RIGHT OF WAY MAP COMPLETED IN MAY, 2025.
7. PROPOSED RIGHT-OF-WAY BASELINE MAY NOT MATCH PROPOSED CONSTRUCTION BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.
8. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.
9. PROPERTY LINES ARE BASED ON FOUND MONUMENTATION SHOWN ON THE CORRESPONDING RIGHT-OF-WAY MAP.

- C-KL-8
 NORTHING = 10,141,679.76
 EASTING = 3,172,892.93
 PI STATION = 75+56.95
 DELTA = 27° 16' 27"
 DEGREE OF CURVE = 06° 05' 43"
 TANGENT = 228.05'
 LENGTH = 447.46'
 RADIUS = 940.00'
 PC STATION = 73+28.89
 PT STATION = 77+76.36
 CHORD BEARING = S76° 44' 19" E
 CHORD DISTANCE = 443.25'



CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	CHORD
C1	888.00'	179.68'	11° 35' 36"	N70° 23' 15" W 179.37'
C2	878.00'	179.74	11° 43' 44"	N70° 28' 21" W 179.42'

BRENDA HAMANN KIRCHNER
 TRACT 1: CALLED 5.10 ACRES
 DOC. NO. 2024095243
 O.P.R.T.C.T.
 DATED: AUGUST 26, 2024
 DESCRIBED IN
 VOL. 13225, PG. 1895
 D.R.T.C.T.

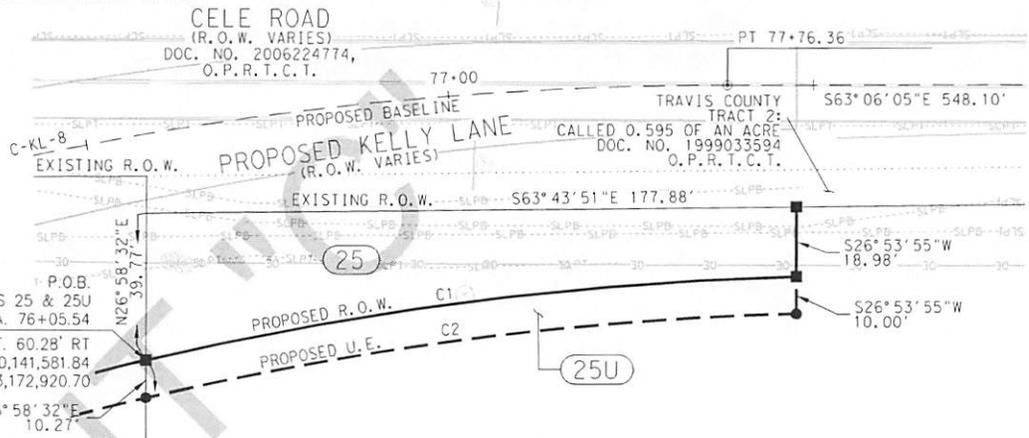
ALLA AGEYCHENKO
 UNIT B98
 DOC. NO. 2017147678,
 O.P.R.T.C.T.
 EXECUTED: SEPTEMBER 13, 2017

MARIA ELENA FACUNDO
 UNIT B97
 DOC. NO. 2018120555,
 O.P.R.T.C.T.
 DATED: JULY 30, 2018

THE RESERVE AT WEST CREEK
 A CONDOMINIUM DEVELOPMENT
 DOC. NO. 2006224774, O.P.R.T.C.T.
 EXECUTED: NOVEMBER 10, 2006

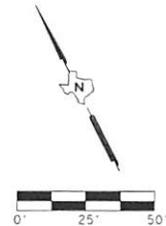
I, HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED ON THE GROUND UNDER MY SUPERVISION AND THAT THIS PARCEL PLAT REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

05-16-25
 GABRIEL MACIAS
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS NUMBER 6185



LAKESIDE WATER CONTROL AND
 IMPROVEMENT DISTRICT NO. 2D
 CALLED 43.41 ACRES
 DOC. NO. 2017013310
 O.P.R.T.C.T.
 DATED: OCTOBER 26, 2016

JAMES P. KEMPE SURVEY
 ABSTRACT 464



ESP Associates, Inc.
 12940 Country Parkway
 San Antonio, TX 78216
 (210) 349-3271
 www.espassociates.com
 TBPELS No. 10194036
 ©2025

PARCEL PLAT
 SHOWING
 PARCELS 25 & 25U
 KELLY LANE
 TRAVIS COUNTY
 MAY, 2025

EXHIBIT "A-1"

Parcel 21

ALL THAT CERTAIN TRACT OF LAND CONTAINING 0.832-ACRES, BEING PART OF THE JAMES P. KEMP SURVEY NO. 12, ABSTRACT NO. 462 AND THE JOHN L. BRAY SURVEY NO. 10, ABSTRACT NO. 73, CONVEYED TO LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2D, BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2007177336, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

EXHIBIT "A-1"

EXHIBIT "A-2"

Parcel 23

ALL THAT CERTAIN TRACT OF LAND CONTAINING 0.579-ACRES, BEING PART OF THE JAMES P. KEMP SURVEY NO. 12, ABSTRACT 462 AND THE JOHN L. BRAY SURVEY NO. 10, ABSTRACT NO. 73, CONVEYED TO LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2D, BY DEED RECORDED IN DOCUMENT NO. 2007177337, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

EXHIBIT "A-2"

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

UTILITY EASEMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

GRANT OF EASEMENT:

LAKESIDE WATER CONTROL AND IMPROVEMENT DISRICT NO. 2D, of the County of Travis, Texas, whose address is c/o Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Ave, Suite 1900, Austin, Texas 78701 (“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 Texas home-rule municipality in Travis County, Texas (“Grantee”), a perpetual, non-exclusive easement and right-of-way (“Easement”) upon and across the property of Grantor which is more particularly described on **Exhibit “B”**, attached hereto and incorporated herein by reference (“Easement Property”). Grantor and Grantee are each a “Party” and may jointly be referred to as 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; and Grantor, subject to the Exceptions, to Warranty, 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.

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 and is subject to the terms of this agreement.
 - (b) “Permitted Improvements” shall mean landscaping or planting of vegetation, driveways and sidewalks; but shall not mean the construction of a building or similar structure unless such installation or construction is

approved in writing by the Grantee's City Manager or the City Manager's designee, which may not be unreasonably withheld or delayed.

- (c) "Public Utility" shall mean water, wastewater, reclaimed water, and any necessary facilities or appurtenances needed to support the operation of these utility services, so long as it is owned or installed by Grantee or its successors or 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. The Easement is for the benefit of Holder.
3. *Purpose of Easement.* The Easement shall be used for Public Utility purposes, including placement, construction, installation, replacement, repair, maintenance, relocation, removal, and operation of public utility facilities and related appurtenances, or making connections thereto (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.* Easement shall be in perpetuity unless relinquished or abandoned by ordinance or resolution by Grantee.
5. *Reservation of Rights.* Save and except: Grantor retains the right to surface use of the Easement Property. 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 Holder as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement Property by Holder for the Easement Purpose. Grantor shall not construct any building, structure or obstruction on the Easement Property unless it is a Permitted Improvement. Any Permitted Improvement 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. Grantor shall not construct any fencing or gating on the Easement Property without Holder's permission.
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.
 - A. Holder has the right to remove or relocate any encroachments into the Easement Property as necessary to utilize the same for the Easement Purpose.
 - B. Holder has the right to construct, install, maintain, replace, and remove the Facilities under or across 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 shall restore the Easement Property in a manner and condition equal to or better than the condition of the Easement Property immediately before the Holder's use of the same.

C. Holder has the right to remove or relocate any fences or other encroachments within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities. However, Holder shall construct and maintain appropriate temporary fencing and provisions for maintaining drainage during the period of construction, installation, maintenance, replacement, or removal of the Facilities so that Grantor's uses conducted on property adjoining the Easement Property can be maintained; this shall include temporary fencing to contain ditches and drain lines to allow surface water drainage and the like. Upon completion construction, installation, maintenance, replacement, or removal of the Facilities, Holder shall reinstall any fences and drains in a manner and condition equal to or better than existing prior to construction.

D. Holder shall not be required to replace to their original condition any landscaping, driveways or parking areas that were in existence prior to the granting of the Easement Property and are damaged in connection with the work.

7. *Maintenance of Surface Easement Property/Permitted Improvements.* Notwithstanding any contrary provision, Grantor shall retain the obligation to regularly mow or cut back vegetation and to keep the surface of the Easement Property free of litter, debris, or trash.

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. *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. *Authority.* Each Party represents and warrants that it has the full right, power, and authority to execute this Agreement and all related documents. Each person executing this Agreement and related documents on behalf of a Party represents that he or she is an authorized representative of and has authority to sign such documents on behalf of the respective Party.

[*Signature page to follow.*]

EXHIBIT "D"

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 2026.

GRANTOR:

LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2

By: _____
William McCord
President, Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me this ___ day of _____, 2026 by William McCord, President of the Board of Directors of Lakeside Water Control And Improvement District No. 2D, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his oath stated that he is authorized to execute such instrument on behalf of said entity; and that said instrument is executed as the free and voluntary act and deed for the purposes and consideration expressed therein.

Notary Public, State of Texas

(seal)

GRANTEE:

AGREED AND ACCEPTED:

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

By: _____
Sereniah Breland, City Manager

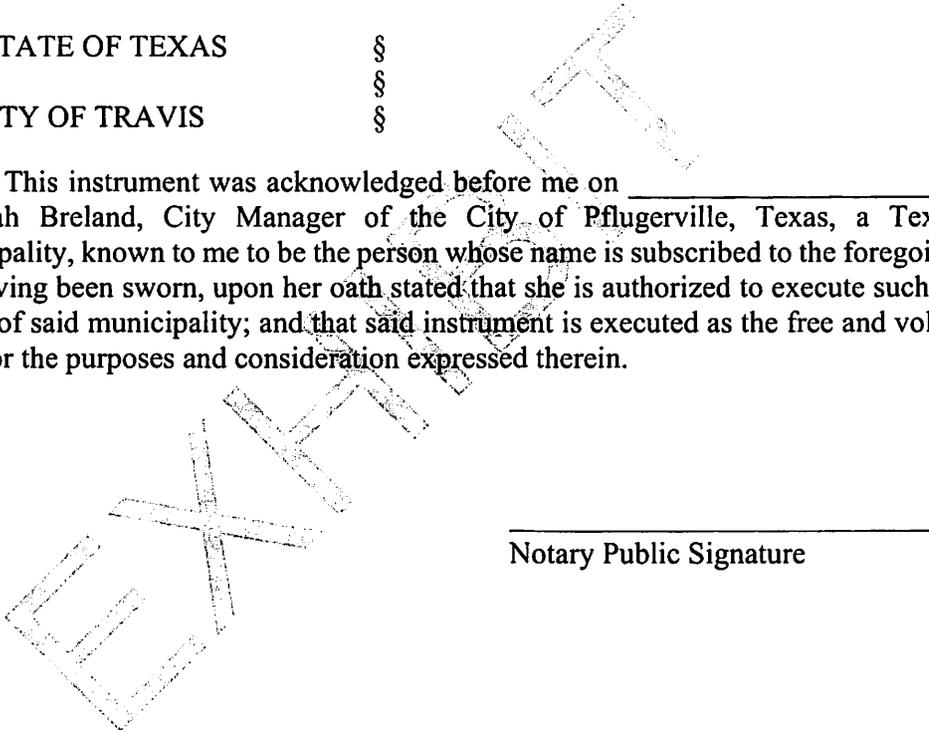
ATTEST:

By: _____
Trista Evans, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2026, by Sereniah Breland, City Manager of the City of Pflugerville, Texas, a Texas home-rule municipality, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon her oath stated that she is authorized to execute such instrument on behalf of said municipality; and that said instrument is executed as the free and voluntary act and deed for the purposes and consideration expressed therein.

(seal)



Notary Public Signature

AFTER RECORDING, RETURN TO:

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

EXHIBIT "B"

County: Travis County
Highway: Kelly Lane
Limits: Jakes Hill Road to Weiss Lane

Property Description for Parcel 25U

Being a **0.0413**-acre (**1,797** square feet) utility easement out of the James P. Kempe Survey Number 464, being out of a called 43.41-acre tract conveyed from KS Capital, Ltd. to Lakeside Water Control and Improvement District No. 2D by Special Warranty Deed dated October 26, 2016, recorded in Document Number 2017013310 of the Official Public Records (O.P.R.), of Travis County, Texas, (all records cited herein are recorded in Travis County), said **0.0413**-acre easement being more particularly described by metes and bounds as follows:

COMMENCING at a set 1/2" iron rod with red cap stamped "VICKREY PROP COR", set for the northeast corner of Unit B98, The Reserve at West Creek, recorded in Document Number 2006224774, O.P.R., conveyed to Alla Ageychenko by General Warranty Deed executed September 13, 2017, recorded in Document Number 2017147678, O.P.R., and the northwest corner of Unit B97, of said The Reserve at West Creek, conveyed to Maria Elena Facundo by Warranty Deed with Vendor's Lien dated July 30, 2018, recorded in Document Number 2018120555, O.P.R., the southeast corner of a called 5.10-acre tract conveyed to Brenda Hamann Kirchner by Executor's Deed dated August 26, 2024, recorded in Document Number 2024095243, O.P.R., and the southwest corner of said 43.41-acre tract;

THENCE, North 26°58'32" West, along the northwest line of said 43.41-acre tract and the southeast line of said 5.10-acre tract, a distance of 634.74 feet to a set iron rod with plastic red cap stamped "ROW" set in the proposed southwest right-of-way of Kelly Lane, for the **POINT OF BEGINNING** and for the south corner of the herein described parcel, a point of curvature for a curve to the left, said point having coordinates of N=10,141,581.84, E=3,172,920.70, said point being 60.27 feet right from the proposed Kelly Lane Baseline Station 76+05.54;

1. **THENCE**, into and across said 43.41-acre tract, along said curve to the right and the proposed southwest right-of-way line of Kelly Lane, an arc distance of 179.68 feet, with a radius of 888.00 feet, a central angle of 11°35'36", and a chord bearing and distance of South 70°23'15" East, 179.37 feet, to a set iron rod with plastic red cap stamped "ROW", set for the northeast corner of the herein described easement;

EXHIBIT "B"

2. **THENCE**, South 26°53'55" West, continuing into and across said 43.41-acre tract, a distance of 10.00 feet to a set iron rod with blue cap stamped "EASEMENT", set for the southeast corner of the herein described easement, the point of curvature of a curve to the left;
3. **THENCE**, continuing into and across said 43.41-acre tract, along said curve to the left, an arc distance of 179.74 feet, with a radius of 878.00 feet, a central angle of 11°43'44", and a chord bearing and distance of North 70°28'21" West, 179.42 feet, to a set iron rod with blue cap stamped "EASEMENT", set in the northwest line of said 43.41-acre tract and in the southeast line of said 5.10-acre tract, for the southwest corner of the herein described easement;
4. **THENCE**, North 26°58'32" East, along the northwest line of said 43.41-acre tract and the southeast line of said 5.10-acre tract, a distance of 10.27 feet to the **POINT OF BEGINNING** and containing 0.0413 of an acre (1,797 square feet) easement of land.

EXHIBIT "B"

NOTES:

All bearings and coordinates are based on the Texas Coordinate System, Central Zone (4203), North American Datum of 1983 (NAD83). All distances and coordinates shown are in surface values and may be converted to grid by dividing by the Surface Adjustment Factor of 1.00010132.

Units of Measure: U.S. Survey Feet

A parcel plat of even date was prepared in conjunction with this property description.

Abstracting was completed in February, 2025.

I hereby certify that this survey was performed on the ground under my supervision and that this property description and accompanying parcel plat represent the facts as found at the time of the survey. Survey date: May, 2025



05-09-25

Gabriel Macias, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration #6185
ESP Associates, Inc.
12940 Country Parkway
San Antonio, TX 78216
(210) 349-3271
TBPELS Firm Registration No. 10194036

Date



EXHIBIT "B"

LEGEND

- SET 1/2" IRON ROD W/ RED CAP STAMPED "ROW" UNLESS OTHERWISE NOTED
- SET 1/2" IR W/ RED CAP STAMPED "VICKREY PROP COR" AS NOTED / SET IR W/ PLASTIC BLUE CAP STAMPED "EASEMENT" UNLESS OTHERWISE NOTED
- FOUND MONUMENT (AS NOTED)
- ⌵ LAND HOOK (IDENTICAL OWNER)
- FND FOUND
- IR/IP IRON ROD/IRON PIPE
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- P.R.T.C.T. PLAT RECORDS OF TRAVIS COUNTY, TEXAS
- D.R.T.C.T. DEED RECORDS OF TRAVIS COUNTY, TEXAS
- DOC.NO. DEED RECORDS OF TRAVIS COUNTY, TEXAS
- U.E. UTILITY EASEMENT
- W.E. WATERMAIN EASEMENT
- R.O.W. RIGHT-OF-WAY
- (XXXX) PARCEL NUMBER

- EXISTING R.O.W. LINE
- PROPOSED R.O.W. LINE
- EXISTING EASEMENT LINE
- PROPERTY LINE
- NOT TO SCALE (N.T.S.)
- PROPOSED BASELINE
- SURVEY LINE

NOTES:

1. ALL BEARINGS AND COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM OF 1983, CORS 96 EPOCH 2002.00.
2. COORDINATES AND DISTANCES ARE DISPLAYED AS SURFACE VALUES AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SURFACE ADJUSTMENT FACTOR OF 1.00010132. ALL MEASUREMENTS ARE IN U.S. SURVEY FEET.
3. THIS MAP WAS PRODUCED WITHOUT THE BENEFIT OF TITLE COMMITMENTS. ALL MATTERS OF RECORD MAY NOT BE SHOWN HEREIN.
4. ABSTRACTING WAS COMPLETED FEBRUARY, 2025.
5. FIELD SURVEYS WERE COMPLETED MAY, 2025.
6. RIGHT OF WAY MAP COMPLETED IN MAY, 2025.
7. PROPOSED RIGHT-OF-WAY BASELINE MAY NOT MATCH PROPOSED CONSTRUCTION BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.
8. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.
9. PROPERTY LINES ARE BASED ON FOUND MONUMENTATION SHOWN ON THE CORRESPONDING RIGHT-OF-WAY MAP.

C-KL-8
 NORTHING = 10,141,679.76
 EASTING = 3,172,892.93
 PI STATION = 75+56.95
 DELTA = 27° 16' 27"
 DEGREE OF CURVE = 06° 05' 43"
 TANGENT = 228.05'
 LENGTH = 447.46'
 RADIUS = 940.00'
 PC STATION = 73+28.89
 PT STATION = 77+76.36
 CHORD BEARING = S76° 44' 19" E
 CHORD DISTANCE = 443.25'



CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	CHORD
C1	888.00'	179.68'	11° 35' 36"	N70° 23' 15" W 179.37'
C2	878.00'	179.74'	11° 43' 44"	N70° 28' 21" W 179.42'

BRENDA HAMANN KIRCHNER
 TRACT 1: CALLED 5.10 ACRES
 DOC. NO. 2024095243
 O.P.R.T.C.T.
 DATED: AUGUST 26, 2024
 DESCRIBED IN
 VOL. 13225, PG. 1895
 D.R.T.C.T.

ALLA AGEYCHENKO
 UNIT B98
 DOC. NO. 2017147678,
 O.P.R.T.C.T.
 EXECUTED: SEPTEMBER 13, 2017

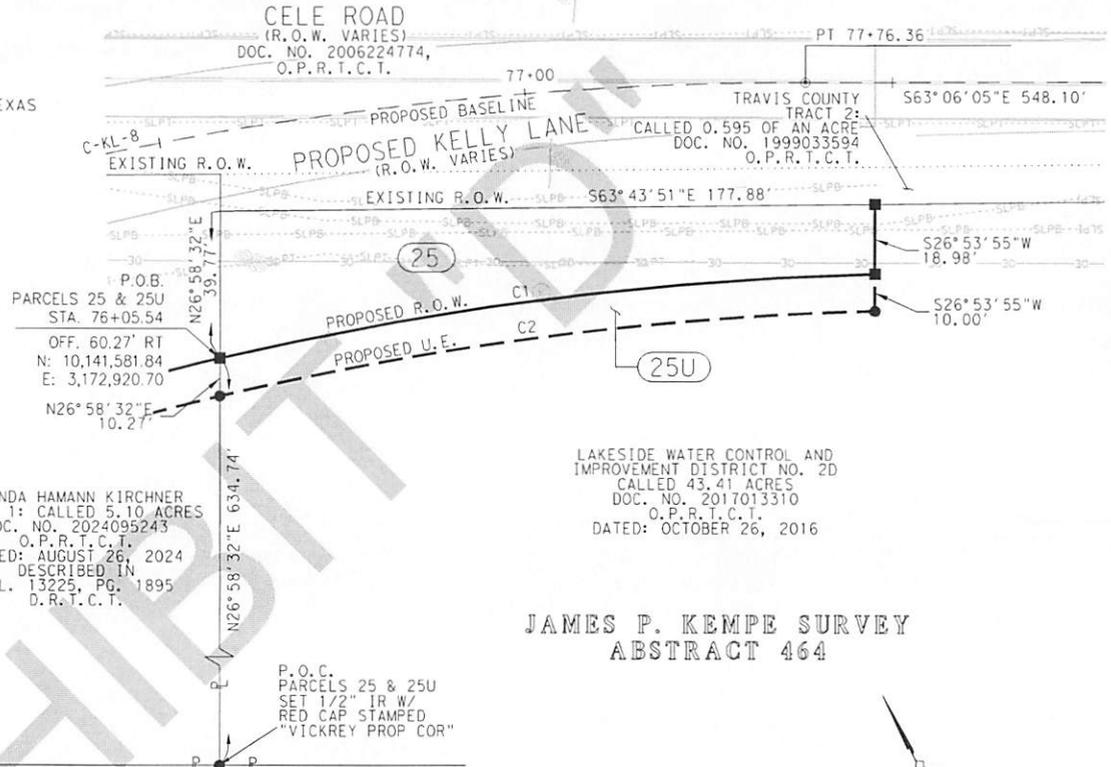
P.O.C.
 PARCELS 25 & 25U
 SET 1/2" IR W/
 RED CAP STAMPED
 "VICKREY PROP COR"

MARIA ELENA FACUNDO
 UNIT B97
 DOC. NO. 2018120555,
 O.P.R.T.C.T.
 DATED: JULY 30, 2018

THE RESERVE AT WEST CREEK
 A CONDOMINIUM DEVELOPMENT
 DOC. NO. 2006224774, O.P.R.T.C.T.
 EXECUTED: NOVEMBER 10, 2006

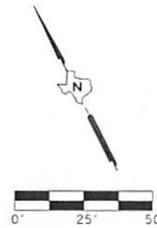
I, HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED ON THE GROUND UNDER MY SUPERVISION AND THAT THIS PARCEL PLAT REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

Gabriel Macias
 05-09-25
 GABRIEL MACIAS
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS NUMBER 6185



LAKESIDE WATER CONTROL AND
 IMPROVEMENT DISTRICT NO. 2D
 CALLED 43.41 ACRES
 DOC. NO. 2017013310
 O.P.R.T.C.T.
 DATED: OCTOBER 26, 2016

JAMES P. KEMPE SURVEY
 ABSTRACT 464



ESP Associates, Inc.
 12940 Country Parkway
 San Antonio, TX 78216
 (210) 349-3271
 www.espassociates.com
 TBPELS No. 10194036
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PARCEL PLAT
 SHOWING
PARCELS 25 & 25U
 KELLY LANE
 TRAVIS COUNTY
 MAY, 2025

PAGE 4 OF 4 SCALE: 1"=50'