

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

WASTEWATER PIPELINE EASEMENT AGREEMENT (LLOYD, ET AL.)

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

GRANT OF EASEMENT:

John S. Lloyd, Richard Z. Rady and Agatha O. Rady, Co-Trustees of the Rady Family Trust dated September 8, 1994, Realtron, Inc., a Texas corporation, and First United Corporation, a Texas corporation (collectively, "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"), a non-exclusive easement and right-of-way (the "Easement") upon and across a portion of that certain real property owned in fee by Grantor which overall property is more particularly described at Exhibit "A" attached hereto and incorporated herein by this reference (the "Grantor Property", the location of the Easement being graphically described at Exhibit "B" attached hereto and incorporated herein by reference (the "Easement Area"). Grantor and Grantee 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. Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof to the extent that such claim arises by, through, or under Grantor, but not otherwise, subject to the reservations, terms and conditions of this Agreement and further subject to any and all easements, liens and encumbrances of record, to the extent the same are valid and enforceable.

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) "Agreement" shall mean this Wastewater Pipeline Easement Agreement.

- (b) “Holder” shall mean Grantee and Grantee's successors and assigns who at any time own any interest in the conveyance is subject to the terms of this Agreement.
 - (c) “Permitted Improvements” shall mean landscaping, hardscaping, planting of vegetation, and installation, maintenance and repair of all driveways and sidewalks, but shall not mean the construction of a permanent building or structure unless such installation or construction is approved in writing by Grantee’s City Manager or the City Manager’s designee, which approval shall not be unreasonably withheld, conditioned or delayed.
 - (d) “Public Wastewater Pipeline” shall mean a pipeline designed and operated to transport wastewater.
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. Subject to the terms of this Agreement and to applicable covenants, conditions and restrictions of record and all applicable laws, ordinances and regulations of duly constituted public authorities (collectively, the “Applicable Laws”), the rights of uses of the Easement granted herein is irrevocable. The Easement is for the benefit of Holder.
3. *Purpose of Easement.* The Easement shall be used solely for public wastewater utility purposes, including placement, construction, installation, replacement, repair, maintenance, relocation, removal, and operation of Public Wastewater Pipelines and related appurtenances, or making connections thereto (collectively, the “Facilities”), together with the purpose of providing access for the operation, repair, maintenance, replacement and expansion of the Facilities (collectively, the “Easement Purpose”), provided that Grantee’s use of the Facilities and the Easement Purpose shall not interfere with Grantor’s placement, construction, installation, replacement, repair, maintenance, relocation, removal and operation of the Permitted Improvements, nor Grantor’s use and enjoyment of the remainder of the Grantor Property for all legal purposes thereof that do not interfere with the Easement Purpose.
4. *Term.* Subject to the terms of this Agreement and Applicable Law, the Easement shall be in perpetuity unless relinquished or abandoned by ordinance or resolution by Grantee.
5. *Reservation of Rights.* Notwithstanding anything to the contrary contained herein, the Easement shall be non-exclusive and Grantor and Grantor’s employees, directors, members, representatives, contractors, successors and assigns shall have the right to use the surface of all or part of the Easement Area in conjunction with Holder as long as such use by Grantor and Grantor’s heirs, successors, and assigns neither interferes nor conflicts with the use of the Easement Area by

Holder for the Easement Purpose. Grantor shall not construct any permanent building or structure on the Easement Area. Any Permitted Improvement must comply with all Applicable Laws and engineering guidelines of the City of Pflugerville.

6. *Improvement and Maintenance of Easement Area.* Subject to the provisions of Section 7 below, Holder shall be solely responsible for the improvement, maintenance and repair of the Easement Area and the Facilities at the sole cost expense of Holder. Holder has the right to construct, install, maintain, replace and remove the Facilities under or across any portion of the Easement Area, provided that such actions do not materially interfere, nor conflict with Grantor's use of the remainder of the Grantor Property for all lawful purposes under Applicable Laws that do not interfere with the Easement Purpose. 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 have the right to remove or relocate any fences or other encroachments within the Easement Area or along its boundary lines that are not Permitted Improvements if reasonably necessary to construct, install, maintain, replace, or remove the Facilities. Grantee shall repair or replace to substantially their original condition as its sole cost and expense any Permitted Improvement on the Easement Area, any other improvement located on the remainder of the Grantor Property, or the remainder of the Grantor Property itself, that is damaged or destroyed by any act or omission of Holder or Holder's employees, agents, contractors, representatives or invitees (collectively, the "Grantee Parties"), including without limitation in connection with the placement, construction, installation, replacement, repair, maintenance, relocation, removal and operation of the Facilities.
7. *Maintenance of Surface of Easement Area/Permitted Improvements.* Notwithstanding any contrary provision, Grantor shall have the obligation to regularly mow or cut back vegetation and to keep the surface of the Easement Area reasonably free of litter, debris or trash consistent with Grantor's maintenance guidelines and Applicable Laws for the remainder of the Grantor Property.
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. In addition to the foregoing, Grantor and Grantee shall have all of its rights and remedies at law and in equity in connection with a default by the other party hereunder.

9. *Liens Not Impaired.* No breach of the terms, conditions and covenants of this Agreement or any other enforcement thereof shall defeat or render invalid the lien of any deed of trust or mortgage made in good faith and for value, now or hereafter encumbering the Easement Area. None of the terms and provisions of this Agreement shall supersede or in any way reduce the security or affect the validity of any such deed of trust or mortgage; provided, however, that any such term, covenant, condition or restriction shall be binding upon and effective against the owner of any parcel whose title to said parcel or any portion thereof is acquired by foreclosure, trustee's sale or otherwise
10. *Compliance with Laws.* Grantor and Grantee each covenant that each will comply with all Applicable Laws with respect to the use, occupancy, maintenance and repair of the Easement Area, including without limitation any Applicable Laws relating to the use, storage, transportation or removal of hazardous materials.
11. *Default.* In the event of a default by either party hereunder, the non-defaulting party shall give not less than thirty (30) days' prior written notice to the defaulting party. Should the defaulting party fail to cure such default within said thirty-day period, then notwithstanding anything to the contrary contained in this Agreement, the non-defaulting party shall have all of its rights and remedies at law and in equity. Notwithstanding the foregoing, if the nature of the default is such that it cannot reasonably be cured within such thirty (30) day period, then the defaulting party shall have such additional time as may be reasonably necessary provided that the defaulting party commences such cure within said thirty (30) day period and diligently prosecutes the same to completion.
12. *Liens.* Grantee shall promptly pay and discharge all claims for labor performed, materials or supplies furnished and services rendered by or on behalf of Grantee or any Grantee Party in connection with the placement, construction, installation, replacement, repair, maintenance, relocation, removal or operation of the Facilities of the Easement Area and shall keep the Easement Area and the Grantor Property free from all mechanics' and materialmen's liens in connection therewith.
13. *Attorney's Fees.* If either party brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees, costs and expert witness fees as the court shall determine. The term "Prevailing Party" shall mean a party who substantially obtains or defeats the relief sought, as the case may be, by the entering of a judgment or arbitration award in such party's favor.
14. *Binding Effect.* This Agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

15. *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 Area is located.
16. *Counterparts.* This Agreement may be executed and acknowledged 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.
17. *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.
18. *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.
19. *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.
20. *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.
21. *Notices.* Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) three (3) business days after the same is deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown on the signature pages of this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery (including national receipted overnight delivery service, such as Federal Express) 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.

22. *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.
23. *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.
24. *Assignability.* The Easement may be assigned by Grantee, its successors or assigns, with the prior written consent of Grantor, which shall not be unreasonably delayed, conditioned or withheld. Any attempted assignment without the prior written consent of Grantor shall be void ab initio.

SIGNATURES APPEAR ON FOLLOWING PAGES

IN WITNESS WHEREOF, this instrument is executed as of this ____ day of _____, 2017.

GRANTOR:

JOHN S. LLOYD

RICHARD Z. RADY, as Co-Trustee of the
Rady Family Trust, dated September 8, 1994

AGATHA O. RADY, as Co-Trustee of the
Rady Family Trust dated September 8, 1994

REALTRON, INC., a Texas corporation

By: _____
Name: Jack Z. Rady
Title: _____

FIRST UNITED CORPORATION, a Texas
corporation

By: _____
Name: Delynn Ramirez
Title: _____

Grantor's Notice Addresses:

John S. Lloyd, et al.
c/o Living Spaces Furniture, LLC
14501 Artesia Boulevard
La Mirada, CA 90638
Attention: Jeff Seabrook

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____. 2017,
by _____ of _____, a
_____ on behalf of said _____.

Notary Public Signature
(seal)

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____. 2017,
by _____ of _____, a
_____ on behalf of said _____.

Notary Public Signature
(seal)

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____. 2017,
by _____ of _____, a
_____ on behalf of said _____.

Notary Public Signature
(seal)

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____. 2017,
by _____ of _____, a
_____ on behalf of said _____.

Notary Public Signature
(seal)

GRANTEE:

AGREED AND ACCEPTED:

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

By: _____
Brandon Wade, City Manager

ATTEST:

Karen Thompson, City Secretary

Grantee's Notice Addresses:

If by U.S. mail:

P.O. Box 589
Pflugerville, TX 78691
Attn: Emily Barron, Planning Director
Development Services Center

If other than by U.S. mail:

Attn: Emily Barron, Planning Director
Development Services Center

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

 This instrument was acknowledged before me on _____, 2017, by
Brandon Wade, 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.: Emily Barron, Planning Director
Development Services Center
P.O. Box 589
Pflugerville, Texas 78691

EXHIBIT "A"

LEGAL DESCRIPTION OF GRANTOR PROPERTY

BEING 44.757 acres of land situated in the Peter Conrad Survey No. 71 Abstract 200, of Travis County, Texas, and being part of the residue of that certain called 132.6766 acre tract of land as recorded in Instrument No. 2003196132 of the Deed Records of Travis County, Texas, said 44.757 acre tract of land to be more particularly described by metes and bounds as follows:

BEGINNING at a ½" Iron Rod (fnd.) at the southwest corner of the above referenced 132.6766 acre tract, same being the southeast corner of that certain called 69.086 acre tract of land as recorded in Instrument No. 2006202615, and being in the north right-of-way line of Meister Lane;

THENCE North 06°32'32" West, with the west line of said 132.6766 acre tract and the east line of the above referenced 69.086 acre tract, for a distance of 1678.33 feet to a point for corner on the south right-of-way line of State Highway 45 in a curve to the right, from which a fence corner (fnd.) bears South 17°49'46" East, a distance of 26.54 feet;

THENCE with the south right-of-way line of State Highway 45 and with said curve to the right, having a radius of 7628.78 feet, a chord bearing of South 64°36'18" East, a chord distance of 491.18 feet, for an arc distance of 491.26 feet to a TxDOT Type II Concrete Monument (fnd.);

THENCE South 62°45'06" East, with the south right-of-way line of State Highway 45, for a distance of 1718.34 feet to a TxDOT Type II Concrete Monument (fnd.) on the southeast right-of-way line of State Highway 45;

THENCE South 08°34'17" East, with the southeast right-of-way line of State Highway 45, for a distance of 97.93 feet to a TxDOT Type II Concrete Monument (fnd.);

THENCE South 22°06'42" West, with the southeast right-of-way line of State Highway 45, for a distance of 76.05 feet to a TxDOT Type II Concrete Monument (fnd.);

THENCE South 22°16'33" West, with the southeast right-of-way line of State Highway 45, for a distance of 17.68 feet to a TxDOT Type II Concrete Monument (fnd.);

THENCE South 23°52'25" West, with the southeast right-of-way line of State Highway 45, for a distance of 153.42 feet to a point at the most northerly corner of that certain called 0.189 acre tract of land to the City of Pflugerville as recorded in Instrument No. 2015096360 of the Deed Records of Travis County, Texas, and being on the west right-of-way line of Heatherwilde Boulevard;

THENCE South 29°38'51" West, with the west line of the above referenced 0.189 acre tract, same being the west right-of-way line of Heatherwilde Boulevard, for a distance of 384.75 feet to a point for corner on the north right-of-way line of Meister Lane and the south line of said 132.6766 acre tract, from which a ½" Iron Rod (fnd.) with cap bears South 29°38'51" West, a distance of 0.82 feet;

THENCE South 89°33'20" West, with the south boundary line of said 132.6766 acre tract and the north right-of-way line of Meister Lane, for a distance of 994.39 feet to a point for corner from which a ½" Iron Rod (fnd.) at the southeast corner of that certain called 3.00 acre tract of land as recorded in Instrument No. 2014132494 bears North 00°22'56" West, a distance of 2.17 feet;

THENCE North 00°22'56" West, passing said ½" Iron Rod (fnd.) at the southeast corner of said 3.00 acre tract, and continuing with the east boundary line of said 3.00 acre tract, for a distance of 360.53 feet to a point for corner from which a 3/8" Iron Rod (fnd.) bears South 16°34'22" East, a distance of 0.62 feet;

THENCE South 89°38'51" West, with the north boundary line of said 3.00 acre tract, for a distance of 364.81 feet to a ½" Iron Rod (fnd.) at the northwest corner of said 3.00 acre tract;

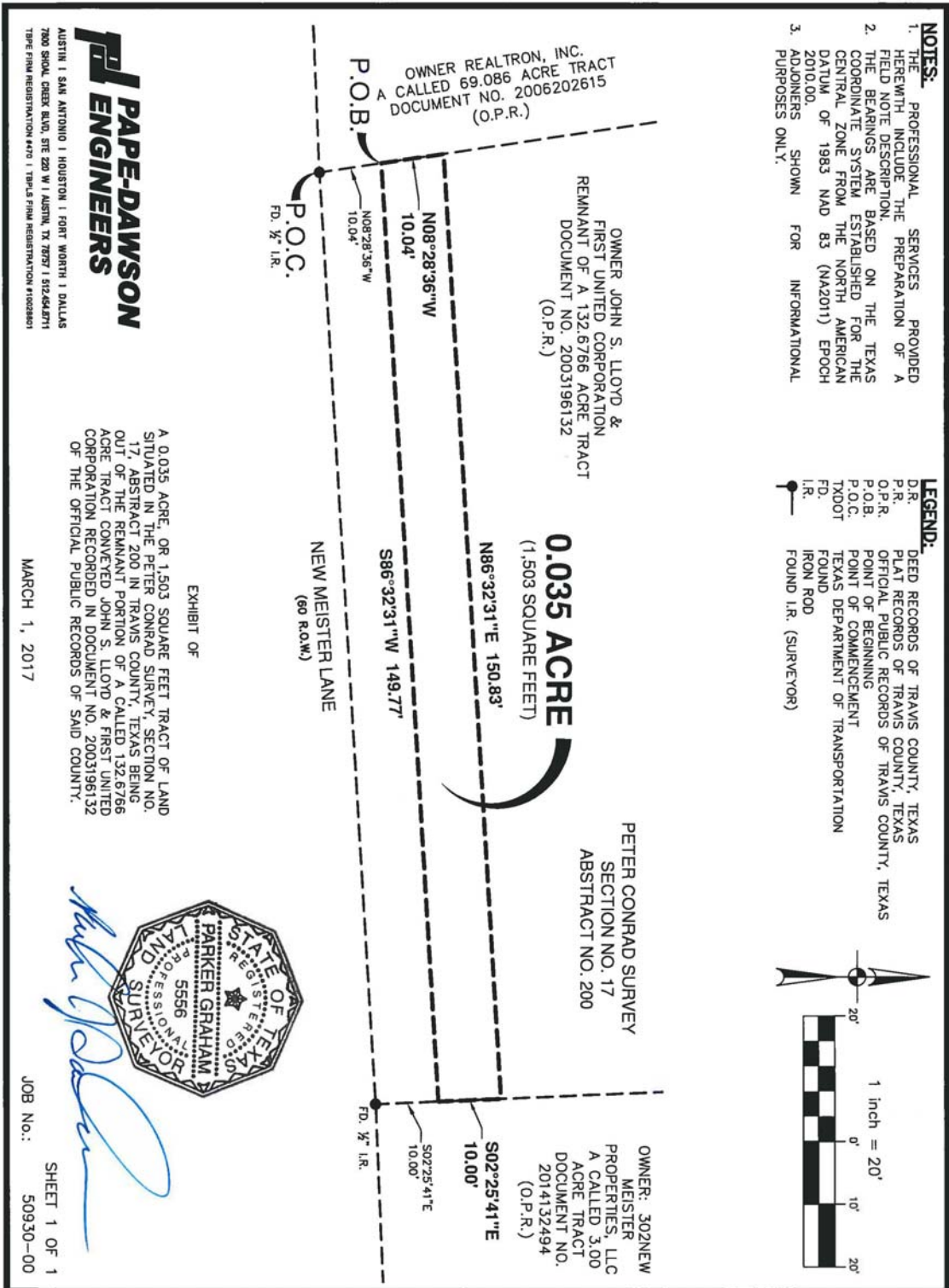
THENCE South 00°26'40" East, with the west boundary line of said 3.00 acre tract, passing a ½" Iron Rod (fnd.) at the southwest corner of said 3.00 acre tract at 358.25 feet, and continuing for a total distance of 361.11 feet to a point for corner on the south boundary line of said 132.6766 acre tract and the north right-of-way line of Meister Lane;

THENCE South 89°33'20" West, with the south boundary line of said 132.6766 acre tract and the north right-of-way line of Meister Lane, for a distance of 148.24 feet, back to the point of beginning and containing 44.757 acres of land.

Bearings are based on the south boundary line of that certain called 132.6766 acre tract of land as recorded in Instrument No. 2003196132 of the Deed Records of Travis County, Texas.

EXHIBIT "B"

DESCRIPTION OF EASEMENT AREA





FIELD NOTES

FOR

A 0.035 ACRE, OR 1,503 SQUARE FEET TRACT OF LAND SITUATED IN THE PETER CONRAD SURVEY, SECTION NO. 17, ABSTRACT 200 IN TRAVIS COUNTY, TEXAS BEING OUT OF THE REMNANT PORTION OF A CALLED 132.6766 ACRE TRACT CONVEYED JOHN S. LLOYD & FIRST UNITED CORPORATION RECORDED IN DOCUMENT NO. 2003196132 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY. SAID 0.035 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH THE BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (CORS 1996), FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

COMMENCING at a 1/2" iron rod found at the southwest corner of said Remnant Portion, same being the southeast corner of a called 69.085 acre tract conveyed to Realtron, Inc. recorded in Document No. 2006202615 of the Official Public Records of Travis County, Texas, also being a point in the north right-of-way line of New Meister Lane, a 60 foot right-of-way;

THENCE N 08°28'36" W, departing the north right-of-way line of said New Meister Lane, with the east line of said 69.086 acre tract, same being the west line of said Remnant Portion, a distance of **10.04 feet** to a calculated point for the southwest corner and **POINT OF BEGINNING** hereof;

THENCE N 08°28'36" W, continuing with the east line of said 69.086 acre tract, same being the west line of said Remnant Portion, a distance of **10.04 feet** to a calculated point for the northeast corner hereof;

THENCE N 86°32'31" E, departing the east line of said 69.086 acre tract, through the interior of said Remnant Portion, a distance of **150.83 feet** to a calculated point in the west line of a called 3.00 acre tract conveyed to 302New Meister Properties, LLC, recorded in Document No. 2014132494 of the Official Public Records of Williamson County, Texas, same being an east line of said Remnant Portion for the northeast corner hereof;

THENCE S 02°25'41" E, with the west line of said 3.00 acre tract, same being an east line of said Remnant Portion, a distance of **10.00 feet** to a calculated point for the southeast corner hereof, from which a 1/2" iron rod found at the southwest corner of said 3.00 acre tract, same being a southeast corner of said Remnant Portion, also being a point in the north right-of-way line of said New Meister Lane bears S 02°25'41" E, 10.00 feet;

0.035 Acre
Job No. 50930-00
Page 2 of 2

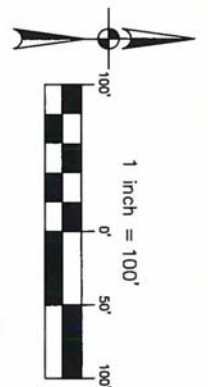
THENCE S 86°32'31" W, departing the west line of said 3.00 acre tract, through the interior of said Remnant Portion, a distance of **149.77 feet** to the **POINT OF BEGINNING** and containing 0.035 acres in Travis County, Texas, Said tract being described in accordance with a survey made on the ground prepared under Job No. 50930-00 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: March 1, 2017
JOB No.: 50930-00
DOC.ID.: H:\survey\CIVIL\50930-00\Easements\Word\50930-00_0.035Ac_WaterEsmt.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01



- NOTES:**
1. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
 2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.
 3. ADJOINERS SHOWN FOR INFORMATIONAL PURPOSES ONLY.

- LEGEND:**
- D.R. DEED RECORDS OF TRAVIS COUNTY, TEXAS
 - P.R. PLAT RECORDS OF TRAVIS COUNTY, TEXAS
 - O.P.R. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT
 - TXDOT TEXAS DEPARTMENT OF TRANSPORTATION
 - FD. FOUND
 - IRON ROD
 - FOUND I.R. (SURVEYOR)



OWNER 302NEW MEISTER
PROPERTIES, LLC
3.00 ACRES
DOCUMENT NO. 2014132494
(O.P.R.)

OWNER JOHN S. LLOYD &
FIRST UNITED CORPORATION
REMANANT OF A 132.6766 ACRE TRACT
DOCUMENT NO. 2003196132
O.P.R.

PETER CONRAD SURVEY
SECTION NO. 17
ABSTRACT NO. 200

0.352 ACRE
(15,320 SQUARE FEET)

N87°44'01"E 982.31'

S87°44'01"W 988.07'

NEW MEISTER LANE
(90 R.O.W.)

EXHIBIT OF

A 0.352 ACRE, OR 15,320 SQUARE FEET TRACT OF
LAND SITUATED IN THE PETER CONRAD SURVEY, SECTION
NO. 17, ABSTRACT 200 IN TRAVIS COUNTY, TEXAS BEING
OUT OF THE REMANANT PORTION OF A CALLED 132.6766
ACRE TRACT CONVEYED JOHN S. LLOYD & FIRST UNITED
CORPORATION RECORDED IN DOCUMENT NO. 2003196132
OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY.

MARCH 1, 2017

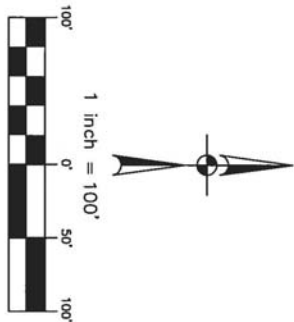


JOB No.: 50930-00
SHEET 1 OF 2

Pape-Dawson
ENGINEERS
AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
7800 SHOL CREEK BLVD, STE 220 W | AUSTIN, TX 78727 | 812-644-8711
TYPE: FINAL REGISTRATION #479 | TEXAS FIRM REGISTRATION #1028861

Date: Mar 02, 2017, 3:07pm User: DE Vazquez
File: 15_Lurvey\Civil\50930-00\Exempts\50930-00.0.352Ac_MeisterFirm.dwg

MATCHLINE SHEET 1 OF 2



- NOTES:**
1. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
 2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983. NAD 83 (NA2011) EPOCH 2010.00.
 3. ADJONERS SHOWN FOR INFORMATIONAL PURPOSES ONLY.

LEGEND:

D.R. DEED RECORDS OF TRAVIS COUNTY, TEXAS
 P.R. PLAT RECORDS OF TRAVIS COUNTY, TEXAS
 O.P.R. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
 P.O.B. POINT OF BEGINNING
 P.O.C. POINT OF COMMENCEMENT
 TXDOT TEXAS DEPARTMENT OF TRANSPORTATION
 F.D. FOUND
 I.R. IRON ROD
 FOUND I.R. (SURVEYOR)

PAPE-DAWSON
ENGINEERS

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
 7800 SHILOH CREEK BLVD, STE 220 W | AUSTIN, TX 78727 | 512.464.8711
 TYPE FIRM REGISTRATION #419 | TRAVIS FIRM REGISTRATION #10028801

MATCHLINE SHEET 2 OF 2

OWNER JOHN S. LLOYD &
 FIRST UNITED CORPORATION
 REMNANT OF A 132.6766 ACRE TRACT
 DOCUMENT NO. 2003196132
 O.P.R.

0.352 ACRE
 (15,320 SQUARE FEET)

PETER CONRAD
 SURVEY
 SECTION NO. 17
 ABSTRACT NO. 200

NEW MEISTER LANE
 (60 R.O.W.)

CITY OF PFLUGERVILLE
 0.189 ACRE TRACT
 DOCUMENT NO. 2015096360
 (O.P.R.)

HEATHERWILDE BLVD.
 (VARIABLE WIDTH R.O.W.)

STATE OF TEXAS
 A CALLED 40.539
 ACRE TRACT
 DOC. NO. 2008019287
 (O.P.R.)

EXHIBIT OF

A 0.352 ACRE, OR 15,320 SQUARE FEET TRACT OF LAND SITUATED IN THE PETER CONRAD SURVEY, SECTION NO. 17, ABSTRACT 200 IN TRAVIS COUNTY, TEXAS BEING OUT OF THE REMNANT PORTION OF A CALLED 132.6766 ACRE TRACT CONVEYED JOHN S. LLOYD & FIRST UNITED CORPORATION RECORDED IN DOCUMENT NO. 2003196132 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N02°21'10"W	10.00'
L2	N21°48'26"E	152.15'
L3	N201°3'55"E	18.22'
L4	S69°46'05"E	10.00'
L5	S201°3'55"W	18.35'
L6	S21°48'26"W	152.80'

MARCH 1, 2017

SHEET 2 OF 2
 JOB No.: 50930-00

Date: Mar 02, 2017, 3:07pm User: DE_Vazquez
 File: 15_Vazquez\Civil\50930-00\Drawings\50930-00.0.352Ac_MeisterFirm.dwg



FIELD NOTES
FOR

A 0.352 ACRE, OR 15,320 SQUARE FEET TRACT OF LAND SITUATED IN THE PETER CONRAD SURVEY, SECTION NO. 17, ABSTRACT 200 IN TRAVIS COUNTY, TEXAS BEING OUT OF THE REMNANT PORTION OF A CALLED 132.6766 ACRE TRACT CONVEYED JOHN S. LLOYD & FIRST UNITED CORPORATION RECORDED IN DOCUMENT NO. 2003196132 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY. SAID 0.352 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH THE BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (CORS 1996), FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

COMMENCING at a ½" iron rod found at a southwest corner of said Remnant Portion, same being the southeast corner of a called 3.00 acre tract conveyed to 302New Meister Properties LLC, recorded in Document No. 2014132494 of the Official Public Records of Travis County, Texas, also being a point in the north right-of-way line of New Meister Lane, a 60 foot right-of-way;

THENCE N 02°21'10" W, departing the north right-of-way line of said New Meister Lane, with the east line of said 3.00 acre tract, same being a west line of said Remnant Portion, a distance of **10.00 feet** to a calculated point for the southwest corner and **POINT OF BEGINNING** hereof;

N 02°21'10" W, continuing with the east line of said 3.00 acre tract, same being a west line of said Remnant Portion, a distance of **10.00 feet** to a calculated point for the westernmost northwest corner hereof;

THENCE departing the east line of said 3.00 acre tract, through the interior of said Remnant Portion the following nine (9) courses and distances:

1. **N 87°44'01" E**, a distance of **982.31 feet** to a calculated angle point,
2. **N 27°45'10" E**, a distance of **372.88 feet** to a calculated angle point,
3. **N 21°48'26" E**, a distance of **152.15 feet** to a calculated angle point,
4. **N 20°13'55" E**, a distance of **18.22 feet** to a calculated point for the northernmost northwest corner hereof,

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5. **S 69°46'05" E**, a distance of **10.00 feet** to a calculated point for the northernmost northeast corner hereof, from which a TXDOT Type I Monument found at the easternmost northeast corner of said Remnant Portion, same being a point in the west line of a called 40.539 acre tract conveyed to the State of Texas in Document No. 2008019287 of the Official Public Records of Travis County, Texas, also at a point in the west right-of-way line of Heatherwilde Blvd., a variable width right-of-way bears N 27°48'09" E, 75.90 feet;
6. **S 20°13'55" W**, a distance of **18.35 feet** to a calculated angle point,
7. **S 21°48'26" W**, a distance of **152.80 feet** to a calculated angle point,
8. **S 27°45'10" W**, a distance of **379.17 feet** to a calculated point for the southeast corner hereof, and
9. **S 87°44'01" W**, a distance of **988.07 feet** to the **POINT OF BEGINNING** and containing 0.352 acres in Travis County, Texas, Said tract being described in accordance with a survey made on the ground prepared under Job No. 50930-00 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: March 1, 2017
JOB No.: 50930-00
DOC.ID.: H:\survey\CIVIL\50930-00\Easements\Word\50930-00_0.352Ac_WaterEsmt.docx
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