

EXHIBIT
"A"

Easement Purchase Agreement

This contract to buy and sell real property interests is between Seller and Buyer as identified below and is effective on the date ("Effective Date") of the last of the signatures by Seller and Buyer as parties to this contract.

Seller: Lower Colorado River Authority

Address: P.O. Box 220, Austin, TX 78767-0220

Phone: 512.578.3200

Buyer: City of Round Rock, a Texas home rule city

Address: 221 E. Main St., Round Rock, TX 78664

Subsurface Easement Property (North): that certain 0.523-acre tract of land in Travis County, Texas, more particularly described by metes and bounds and sketch in Exhibit "A", attached hereto and incorporated herein for all purposes;

Subsurface Easement Property: that certain 2.791-acre tract of land in Travis County, Texas, more particularly described by metes and bounds and sketch in Exhibit "B", attached hereto and incorporated herein for all purposes;

Intake, Tunnel and Riser Easement Property: that certain 3.422-acre tract of land in Travis County, Texas, more particularly described by metes and bounds and sketch in Exhibit "C", attached hereto and incorporated herein for all purposes;

Temporary Construction Easement Property: that certain 1.379-acre tract of land in Travis County, Texas, more particularly described by metes and bounds and sketch in Exhibit "D", attached hereto and incorporated herein for all purposes;

Title Company: Texas National Title

Escrow Agent: Stacie Barnes

Address: 305 Denali Pass Drive,
Suite A

Phone: (512) 337-0300

Cedar Park, Texas 78613
Fax:(512) 853-5810

E-mail: Stacie.barnes@TexasNationalTitle.com

Purchase Price:

\$ 63,105.00

County for Performance: Travis County, Texas

A. Closing Documents

A.1. At Closing, Seller will deliver the following items:

Subsurface Utility Easement in substantially the same form and substance as the attached Exhibit "E" (Two parts) for the Subsurface Easement Property (North) and the Subsurface Easement Property.

Intake, Tunnel and Riser Easement in substantially the same form and substance as the attached Exhibit "F" for the Intake, Tunnel and Riser Easement Property.

Temporary Construction Easement in substantially the same form and substance as the attached Exhibit "G" for the Temporary Construction Easement Property.

The real property interests described in this section A.1 are collectively defined as the "Property Interests."

A.2. At Closing, Buyer will deliver the following items:

Balance of Purchase Price

The documents listed in this section A are collectively known as the "Closing Documents."

B. Exhibits

The following are attached to and are made a part of this contract:

Exhibit A – Subsurface Easement Property Description (North)
Exhibit B – Subsurface Utility Easement Property Description
Exhibit C – Intake, Tunnel and Riser Easement Property Description
Exhibit D – Temporary Construction Easement Property Description
Exhibit E – Subsurface Raw Water Line Easement
Exhibit F – Intake, Tunnel and Riser Easement
Exhibit G – Temporary Construction Easement

C. Purchase and Sale of Property Interests

Purchase and Sale Agreement. Seller agrees to sell and convey the Property Interests to Buyer, and Buyer agrees to buy and pay Seller for the Property Interests. The promises by Buyer and Seller stated in this contract are the consideration for the formation of this contract.

D. Closing

D.1. Closing. This transaction will close ("Closing") at Title Company's offices at the Closing Date and Closing Time, which shall occur on or before January 31, 2021 or as otherwise agreed to between the parties. At Closing, the following will occur:

D.1.a. Closing Documents; Title Company Documents. The parties will execute and deliver the Closing Documents and such other documents that are reasonably required by Title Company to close the transaction.

D.1.b. Payment of Purchase Price. Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this contract to Title Company in funds acceptable to Title Company and Buyer.

D.1.c. Disbursement of Funds; Recording; Copies. Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this contract, record the easement and the other Closing Documents as directed, and distribute documents and copies in accordance with the parties' written instructions.

D.2. Transaction Costs

D.2.a. Buyer's Costs. Buyer will pay the basic charge for the Title Policy; the escrow fee charged by Title Company; the costs to prepare the easement; the costs to obtain, deliver, and record releases of any liens required to be released in connection with the sale; the costs to record documents to cure Title Objections required to be cured by Buyer and to resolve matters shown in Schedule C of the Title Commitment; the costs to obtain the certificates or reports of ad valorem taxes; the costs to deliver copies of the instruments described in paragraph A; any other costs expressly required to be paid by Buyer in this contract, including Buyer's attorney's fees and expenses.

D.2.b. Seller's Costs. Seller will pay any costs expressly required to be paid by Seller in this contract, including Seller's attorney's fees and expenses.

D.3. Brokers' Commissions. No Broker's commissions or fees will be paid as a part of this transaction and Closing.

D.4. Issuance of Title Policy. Buyer will cause Title Company to issue the Title Policy to Buyer as soon as practicable after Closing.

E. Default and Remedies

E.1. Seller's Default; Remedies If Seller fails to perform any of its obligations under this contract Buyer may terminate this contract by giving notice to Buyer on or before Closing.

E.2. Buyer's Default; Remedies. If Buyer fails to perform any of its obligations under this contract, Seller may terminate this contract by giving notice to Buyer on or before Closing.

F. Miscellaneous Provisions

F.1. Notices. Any notice required by or permitted under this contract must be in writing.

F.2. Entire Agreement. This contract, its exhibits, and any Closing Documents delivered at Closing are the entire agreement of the parties concerning the sale of the Property by Seller to Buyer. There are no representations, warranties, agreements, or promises pertaining to the Property or the sale of the Property by Seller to Buyer, and Buyer is not relying on any statements or representations of Seller or any agent of Seller, that are not in those documents.

F.3. Amendment. This contract may be amended only by a signed, written agreement.

F.4. Assignment. Buyer may not assign this contract or Buyer's rights under it without Seller's prior written approval.

F.5. Conflicts. If there is any conflict between the Closing Documents and this contract, the Closing Documents will control.

F.6. Choice of Law; Venue. This contract is to be construed under the laws of the State of Texas. Venue is in the county for performance.

F.7. Waiver of Default. Default is not waived if the non-defaulting party fails to declare a default immediately or delays taking any action with respect to the default.

F.8. Severability. If a provision in this contract is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this contract, and this contract is to be construed as if the unenforceable provision is not a part of the contract.

F.9. Counterparts. If this contract is executed in multiple counterparts, all counterparts taken together constitute this contract. Copies of signatures to this contract are effective as original signatures.

F.10. Binding Effect. This contract binds, benefits and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

SELLER: **Lower Colorado River Authority**



Rory Dismuke
By: Rory Dismuke
Title: Sr. Vice President, Enterprise Operations

11/25/2020
Date:

BUYER: City of Round Rock, a Texas home rule city

By: _____

Title: _____

Date

Agreed to and Acknowledged by the Brushy Creek Regional Utility Authority (BCRUA)

Karen Bondy

By: Karen Bondy, General Manager

11/30/2020

Date

Title Company acknowledges receipt of a copy of this contract executed by both Buyer and Seller.

By: _____

Name: _____

Title: _____

Date: _____



**50 FOOT WIDE (0.523 ACRE)
SUBSURFACE EASEMENT
LOCATED IN THE FRANCES HARRIS SURVEY, ABSTRACT 364
AND THE D.M. DOYLE SURVEY, ABSTRACT 2648
IN TRAVIS COUNTY, TEXAS**

FIELD NOTES FOR A 50 FOOT WIDE (0.523 ACRE) STRIP OF LAND LOCATED IN THE FRANCIS HARRIS SURVEY, ABSTRACT 364 AND THE D.M. DOYLE SURVEY, ABSTRACT 2648 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 2352.66 ACRE TRACT AND A CALLED 20.80 ACRE TRACT DESCRIBED IN DEEDS TO THE LOWER COLORADO RIVER AUTHORITY, OF RECORD IN VOLUME 1168, PAGE 120 AND VOLUME 1110, PAGE 377, RESPECTIVELY, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS. SAID 0.523 ACRE EASEMENT BEING MORE PARTICULARLY SHOWN ON THE ATTACHED EXHIBIT DRAWING, MADE A PART HEREOF AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING A 1/2+IRON ROD WITH CAP STAMPED %WALKER PARTNERS+SET AT THE EAST CORNER OF THE HEREIN DESCRIBED EASEMENT, IN THE INTERIOR OF SAID 2352.66 ACRE TRACT, IN THE SOUTH LINE OF A CALLED 91.548 ACRE LEASE TRACT DESCRIBED IN FIELD NOTES PREPARED BY THE LOWER COLORADO RIVER AUTHORITY (UNRECORDED) AND THE SOUTH LINE OF A CALLED 0.898 ACRE SUBSURFACE EASEMENT TO BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC., OF RECORD UNDER TRAVIS COUNTY CLERK'S DOCUMENT (T.C.C.D.) 2014062486, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), FROM WHICH A 1/2+IRON ROD WITH CAP STAMPED %WALLACE GROUP+FOUND MARKING THE SOUTHEAST CORNER OF SAID SUBSURFACE EASEMENT AND THE SOUTHWEST CORNER OF A CALLED 1.685 ACRE TRACT DESCRIBED IN A DEED TO BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC., OF RECORD UNDER T.C.C.D. 2014062484 OF SAID O.P.R.T.C.T. BEARS S 85°16'17"E . 310.50q AND AN %W+FOUND IN CONCRETE MARKING THE MOST SOUTHERLY CORNER OF SAID 91.548 ACRE TRACT BEARS S 85°16'17"E . 332.52q

THENCE THROUGH THE INTERIOR OF SAID 2352.66 ACRE TRACT AND SAID 20.80 ACRE TRACT, IN LAKE TRAVIS, THE FOLLOWING THREE (3) CALLS:

1. **S 65°23'28" W – 9.38'** TO A POINT IN THE BED OF LAKE TRAVIS, AT THE BEGINNING OF A CURVE TO THE LEFT,
2. **AN ARC LENGTH OF 447.51'** WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 975.00q A CENTRAL ANGLE OF 26°17'12+ AND A CHORD WHICH BEARS S 52°14'12+W . 443.59q TO A POINT IN THE BED OF LAKE TRAVIS, AT THE END OF SAID CURVE,
3. **S 39°05'36" W – 32.04'**, TO A POINT IN THE BED OF LAKE TRAVIS, IN THE SOUTHWEST LINE OF SAID 20.80 ACRE TRACT, AT THE SOUTH CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH A POINT AT THE SOUTH CORNER OF SAID 20.80 ACRE TRACT AND THE SOUTHWEST CORNER OF THE REMAINDER OF SAID 2352.66 ACRE TRACT BEARS S 46°36'00+E . 125.57q

THENCE N 46°36'00" W – 50.14' WITH THE SOUTHWEST LINE OF SAID 20.80 ACRE TRACT TO A POINT IN THE BED OF LAKE TRAVIS, AT THE WEST CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH A POINT AT THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID 91.548 ACRE LEASE TRACT BEARS N 46°36'00+W . 479.03q

THENCE THROUGH THE INTERIOR OF SAID 20.80 ACRE TRACT AND SAID 2352.66 ACRE TRACT, IN LAKE TRAVIS, THE FOLLOWING TWO (2) CALLS:

1. **N 39°05'36" E – 28.28'** TO A POINT IN THE BED OF LAKE TRAVIS, AT THE BEGINNING OF A CURVE TO THE RIGHT,
2. **AN ARC LENGTH OF 395.66'** WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1025.00q A CENTRAL ANGLE OF 22°07'11+ AND A CHORD WHICH BEARS N 50°09'06+E . 393.21q TO A POINT IN THE SOUTH LINE OF SAID 91.548 ACRE LEASE TRACT, AT THE MOST NORTHERLY CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH A POINT AT THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID 91.548 ACRE TRACT BEARS N 85°16'17+W . 670.05q

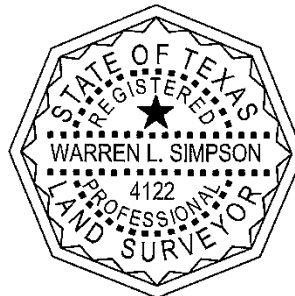
THENCE S 85°16'17" W – 96.48' WITH THE SOUTH LINE OF SAID 91.548 ACRE LEASE TRACT AND SAID SUBSURFACE EASEMENT, THROUGH THE INTERIOR OF THE REMAINDER OF SAID 2352.66 ACRE TRACT, RETURNING TO THE **POINT OF BEGINNING** AND CONTAINING 0.523 ACRE OF LAND.

THIS DESCRIPTION IS BASED ON THE ATTACHED EXHIBIT DRAWING MADE BY WARREN L. SIMPSON, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 4122.

BEARINGS CITED WITHIN THIS DESCRIPTION ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS. DISTANCES SHOWN HEREIN ARE SURFACE VALUES.

SURVEYED: NOVEMBER 8, 2017
RELEASED: FEBRUARY 26, 2018


WARREN L. SIMPSON, R.P.L.S. 4122



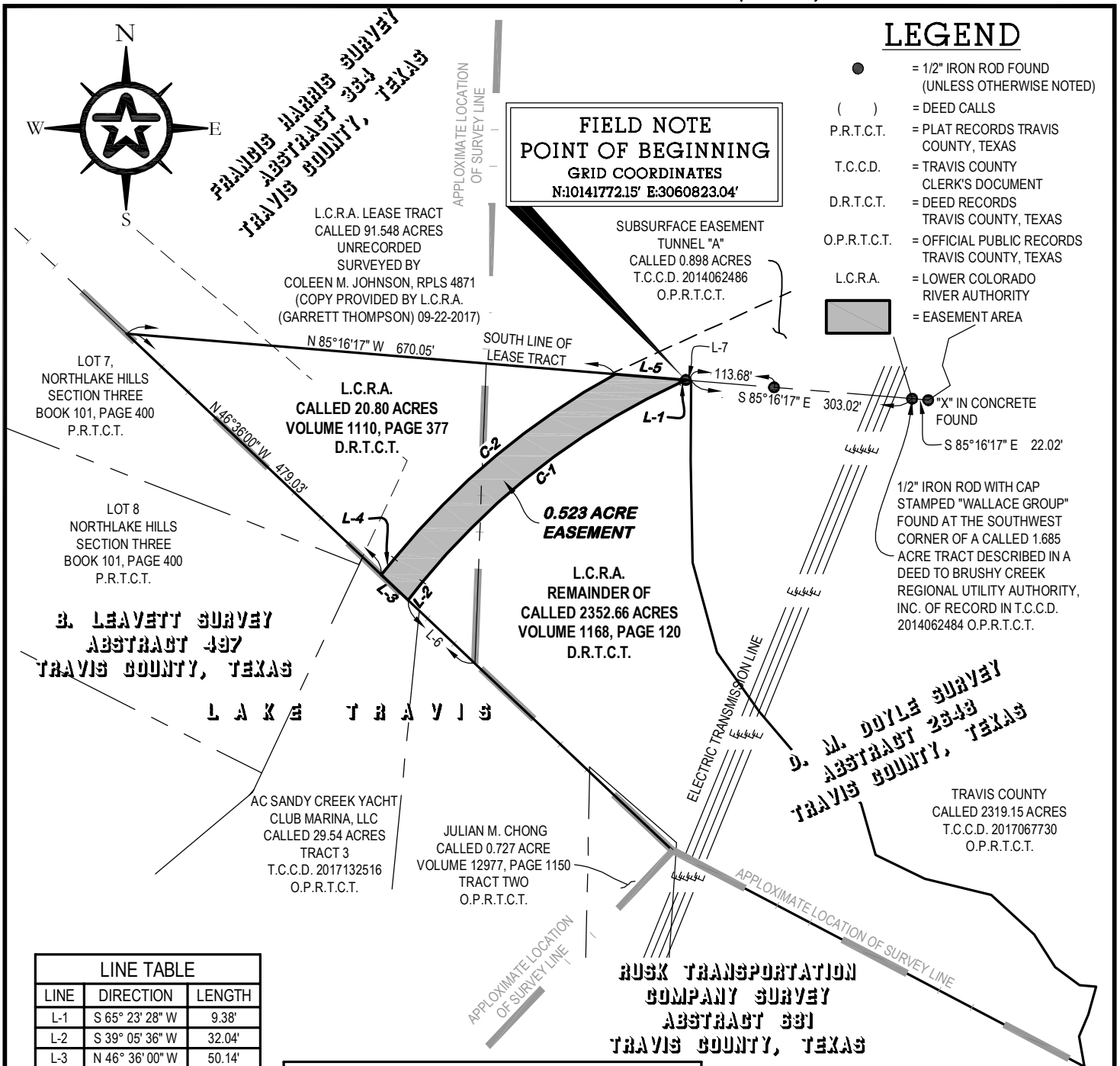
PROJ NO. 3-00619
PLAT NO. A1-1392
FIELD NOTE NO. 60-4
MAP CHECKED: 1/31/2018-JBM

BCRUA LCRA NORTH
LOWER COLORADO RIVER AUTHORITY (L.C.R.A.)

LEGEND

- = 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- () = DEED CALLS
- P.R.T.C.T. = PLAT RECORDS TRAVIS COUNTY, TEXAS
- T.C.C.D. = TRAVIS COUNTY CLERK'S DOCUMENT
- D.R.T.C.T. = DEED RECORDS TRAVIS COUNTY, TEXAS
- O.P.R.T.C.T. = OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
- L.C.R.A. = LOWER COLORADO RIVER AUTHORITY
- [Shaded Area] = EASEMENT AREA

FIELD NOTE
POINT OF BEGINNING
GRID COORDINATES
N:10141772.15' E:3060823.04'



LINE TABLE		
LINE	DIRECTION	LENGTH
L-1	S 65° 23' 28" W	9.38'
L-2	S 39° 05' 36" W	32.04'
L-3	N 46° 36' 00" W	50.14'
L-4	N 39° 05' 36" E	28.28'
L-5	S 85° 16' 17" E	96.48'
L-6	S 46° 36' 00" E	125.57'
L-7	S 85° 16' 17" E	7.48'

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C-1	447.51'	975.00'	26°17'52"	S 52° 14' 32" W - 443.59'
C-2	395.66'	1025.00'	22°07'01"	N 50° 09' 06" E - 393.21'

SURVEYOR'S NOTES:

SURVEYED: NOVEMBER 28, 2017
 RELEASE DATE: FEBRUARY 26, 2018

FIELD NOTES ATTACHED HERETO,
 MADE A PART HEREOF AND TITLED:

50 FOOT WIDE (0.523 ACRE) SUBSURFACE WATERLINE EASEMENT
 LOCATED IN THE FRANCIS HARRIS SURVEY ABSTRACT 364, AND THE D.
 M. DOYLE SURVEY, ABSTRACT 2648, TRAVIS COUNTY, TEXAS.

THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT. THIS SURVEY
 WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT,
 THEREFORE THE SURVEYOR CERTIFIES THAT EASEMENTS THAT HE
 HAS BEEN ADVISED OF HAVE BEEN ADDRESSED HEREON. HOWEVER,
 THE SURVEYOR DOES NOT GUARANTEE THAT ALL EASEMENTS,
 RESTRICTIONS OR ENCUMBRANCES (EITHER OF RECORD OR NOT OF
 RECORD) WHICH MAY AFFECT THE SUBJECT TRACT ARE SHOWN
 HEREON.

THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED UPON
 THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL
 ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS.

THE DISTANCES SHOWN HEREON ARE SURFACE VALUES. TO COMPUTE
 GRID VALUES MULTIPLY SURFACE DISTANCE BY AVERAGE COMBINED
 SCALED FACTOR OF 0.9998700169. (SURF X CSF = GRID)

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WARREN L. SIMPSON, R.P.L.S. 4122
 lsimpson@walkerpartners.com

Warren L. Simpson



EXHIBIT

OF A 50 FOOT WIDE (0.523 ACRE) SUBSURFACE EASEMENT
 LOCATED IN THE FRANCIS HARRIS SURVEY, ABSTRACT 364
 AND THE D. M. DOYLE SURVEY, ABSTRACT 2648, IN TRAVIS
 COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A
 CALLED 2352.66 ACRE TRACT AND A CALLED 20.80 ACRE
 TRACT DESCRIBED IN A DEEDS TO THE LOWER COLORADO
 RIVER AUTHORITY, OF RECORD IN VOLUME 1168, PAGE 120
 AND VOLUME 1110, PAGE 377, RESPECTIVELY, OF THE DEED
 RECORDS OF TRAVIS COUNTY, TEXAS.



804 Las Cimas Pkwy., Suite 150 • Austin, Texas 78746
 Phone: 1-512-382-0021 • T.B.P.E. Registration No. 8053
 T.B.P.L.S. Registration No. 10194317



GRAPHIC SCALE IN FEET

PLAT NO. A1-1392 PROJ. NO. 3-00619 DRAFTED 01/26/18
 TAB NA F/N NO. 60-4 FB/PG 3-4/60 DRAWN BY JBM
 DWG. NAME 3-00619ESMT-PARCEL - LCRA - MAP CHK'D 01/26/18
NORTH.DWG



EASEMENT 1
2.791 ACRE
SUBSURFACE WATER LINE EASEMENT
LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735,
IN TRAVIS COUNTY, TEXAS

FIELD NOTES FOR A 2.791 ACRE STRIP OF LAND LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 159.78 ACRE TRACT DESCRIBED IN TRACT NO. 1, IN A DEED TO THE LOWER COLORADO RIVER AUTHORITY (L.C.R.A.), OF RECORD IN VOLUME 608, PAGE 283 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS (D.R.T.C.T.). SAID 2.791 ACRE EASEMENT BEING MORE PARTICULARLY SHOWN ON THE ATTACHED EXHIBIT DRAWING, MADE A PART HEREOF AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 5/8" IRON ROD WITH CAP STAMPED "RL SURVEYING RPLS 4532" FOUND MARKING THE MOST NORTHERLY CORNER OF A CALLED 7.87 ACRE TRACT DESCRIBED IN TRACT NO. 2, IN SAID DEED TO THE LOWER COLORADO RIVER AUTHORITY, BEING THE NORTH CORNER OF THE "MEYERS" LOT SHOWN ON THE PLAT OF LAKE TRAVIS SUBDIVISION NO. 6, OF RECORD IN BOOK 4, PAGE 157 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, FROM WHICH A 1" IRON PIPE FOUND MARKING THE WEST CORNER OF SAID "MEYERS LOT" BEARS S 29°01'37" W – 206.88'

THENCE S 61°36'46" E PARTWAY WITH THE NORTHEAST LINE OF SAID 7.87 ACRE TRACT, PASSING AT 492.57' AN "X" PLACED IN CONCRETE FOR THE NORTH CORNER OF A CALLED 0.788 ACRE TRACT DESCRIBED IN A DEED FROM THE LOWER COLORADO RIVER AUTHORITY TO GREG ATTWOOD, OF RECORD UNDER TRAVIS COUNTY CLERK'S DOCUMENT (T.C.C.D.) 2000034314 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), BEING THE WEST CORNER OF A CALLED 1.43 ACRE TRACT DESCRIBED IN EXHIBIT "C", IN A DEED TO GREG ATTWOOD, TRUSTEE, OF RECORD UNDER T.C.C.D. 1999034469 OF SAID O.P.R.T.C.T., PASSING AT 745.83' A 1/2" IRON ROD FOUND MARKING THE SOUTH CORNER OF SAID 1.43 ACRE TRACT AND PARTWAY WITH THE COMMON LINE BETWEEN SAID 159.78 ACRE TRACT AND A CALLED 0.37 ACRE INUNDATION EASEMENT, DESCRIBED IN TRACT NO. 3 IN A DEED TO THE LOWER COLORADO RIVER AUTHORITY, OF RECORD IN VOLUME 609, PAGE 211 OF SAID D.R.T.C.T., **A TOTAL DISTANCE OF 750.98'** TO THE **POINT OF BEGINNING** AND MOST NORTHERLY CORNER OF THE HEREIN DESCRIBED EASEMENT AND THE EAST CORNER OF SAID 0.788 ACRE TRACT;

THENCE S 61°36'46" E – 20.85' WITH THE NORTHEAST LINE OF SAID 159.78 ACRE TRACT ALONG THE SOUTHWEST LINE OF SAID 0.37 ACRE EASEMENT, TO A POINT AT THE NORTHEAST CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH A 1/2" IRON ROD FOUND, MARKING THE MOST EASTERLY CORNER OF A CALLED 14.95 ACRE TRACT DESCRIBED IN TRACT NO. 3 IN SAID DEED TO THE LOWER COLORADO RIVER AUTHORITY, OF RECORD IN VOLUME 608, PAGE 283 OF SAID D.R.T.C.T., BEING THE MOST EASTERLY CORNER OF LOT 2 OF SAID LAKE TRAVIS SUBDIVISION NO. 6 AND THE RECOGNIZED NORTH CORNER OF THE ROBERT FOSTER SURVEY, ABSTRACT 285, BEARS S 61°36'46" E – 726.44';

THENCE THROUGH THE INTERIOR OF SAID 159.78 ACRE TRACT, IN LAKE TRAVIS, THE FOLLOWING FOUR (4) CALLS:

- 1) **S 27°35'05" W – 30.72'** TO A POINT AT THE BEGINNING OF A CURVE TO LEFT,
- 2) **AN ARC LENGTH OF 213.33'**, WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1175.00', CENTRAL ANGLE OF 10°24'09" AND A CHORD WHICH BEARS S 22°23'01" W – 213.04' TO A POINT AT THE END OF SAID CURVE,
- 3) **S 17°10'56" W – 12.36'** TO A POINT, FOR AN INSIDE ELL CORNER OF THE HEREIN DESCRIBED EASEMENT,
- 4) **S 72°49'04" E – 13.92'** TO A POINT FOR AN OUTSIDE ELL CORNER OF THE HEREIN DESCRIBED EASEMENT, AT AN ANGLE POINT IN THE WEST LINE OF A CALLED 1.392 ACRE DESCRIBED IN TRACT 2, IN A DEED TO GREGORY W. SPARKS, OF RECORD UNDER T.C.C.D. 2001131368 OF SAID O.P.R.T.C.T.,

THENCE WITH THE EAST LINE OF SAID 159.78 ACRE TRACT, PARTWAY ALONG THE WEST LINES OF SAID SPARKS TRACT, AND A CALLED 2.76 ACRE DESCRIBED IN TRACT TWO, IN A DEED TO JOHN FASELER, OF RECORD UNDER T.C.C.D. 2017114354 OF SAID O.P.R.T.C.T., THE FOLLOWING EIGHT (8) CALLS:

- 1) **S 19°03'22" W – 138.86'** TO A POINT,
- 2) **S 00°22'53" W – 103.13'** TO A POINT,

- 3) **S 05°48'03" E – 7.30'** TO A POINT AT THE SOUTHWEST CORNER OF SAID SPARKS TRACT, AND THE NORTHWEST CORNER OF SAID FASELER TRACT,
- 4) **S 05°09'10" E – 100.08'** TO A POINT,
- 5) **S 01°38'10" E – 159.40'** TO A POINT,
- 6) **S 32°15'36" W – 85.26'** TO A POINT,
- 7) **S 17°20'03" W – 92.16'** TO A POINT,
- 8) **S 04°58'52" E – 63.97'** TO A POINT AT THE SOUTH CORNER OF SAID FASELER TRACT, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH A 1/2" IRON ROD FOUND AT THE EAST CORNER OF SAID 2.76 ACRE TRACT, BEARS N 56°55'42" E – 82.47', N 56°48'49" E – 428.18' AND N 56°50'56" E – 14.63';

THENCE S 56°55'42" W – 286.52' TO A POINT IN THE BED OF LAKE TRAVIS FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED EASEMENT,

THENCE N 17°10'56" E – 954.07' TO A POINT IN THE BED OF LAKE TRAVIS AT THE BEGINNING OF A CURVE TO THE RIGHT,

THENCE AN ARC LENGTH OF 203.05', WITH SAID CURVE TO LAKE TRAVIS HAVING A RADIUS OF 1225.00', A CENTRAL ANGLE OF 09°29'49" AND A CHORD WHICH BEARS N 21°55'51" E – 202.81' TO A POINT FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED EASEMENT, IN THE SOUTHEAST LINE OF SAID 0.788 ACRE TRACT, FROM WHICH A 1/2" IRON ROD FOUND MARKING THE MOST WESTERLY CORNER OF SAID 0.788 ACRE TRACT BEARS S 65°15'10" W – 104.40', S 61°32'12" W – 77.48' AND N 24°40'54" W, PASSING AT 42.95' A 60D NAIL FOUND, PASSING AT 104.18' A 1/2" IRON ROD WITH CAP STAMPED "TERRA FIRMA" FOUND, AT A TOTAL DISTANCE OF 199.93';

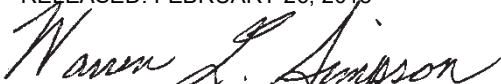
THENCE WITH THE SOUTHEAST LINES OF SAID 0.788 ACRE TRACT, THE FOLLOWING TWO CALLS:

- 1) **N 65°15'10" E – 11.49'** TO A POINT FOR ANGLE,
- 2) **N 55°36'57" E – 46.76'**, RETURNING TO THE **POINT OF BEGINNING** AND CONTAINING 2.791 ACRES OF LAND.

THIS DESCRIPTION IS BASED ON THE ATTACHED EXHIBIT DRAWING MADE BY WARREN L. SIMPSON, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 4122.

BEARINGS CITED WITHIN THIS DESCRIPTION ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS.

SURVEYED: OCTOBER 28, 2017
RELEASED: FEBRUARY 26, 2018


WARREN L. SIMPSON, R.P.L.S. 4122

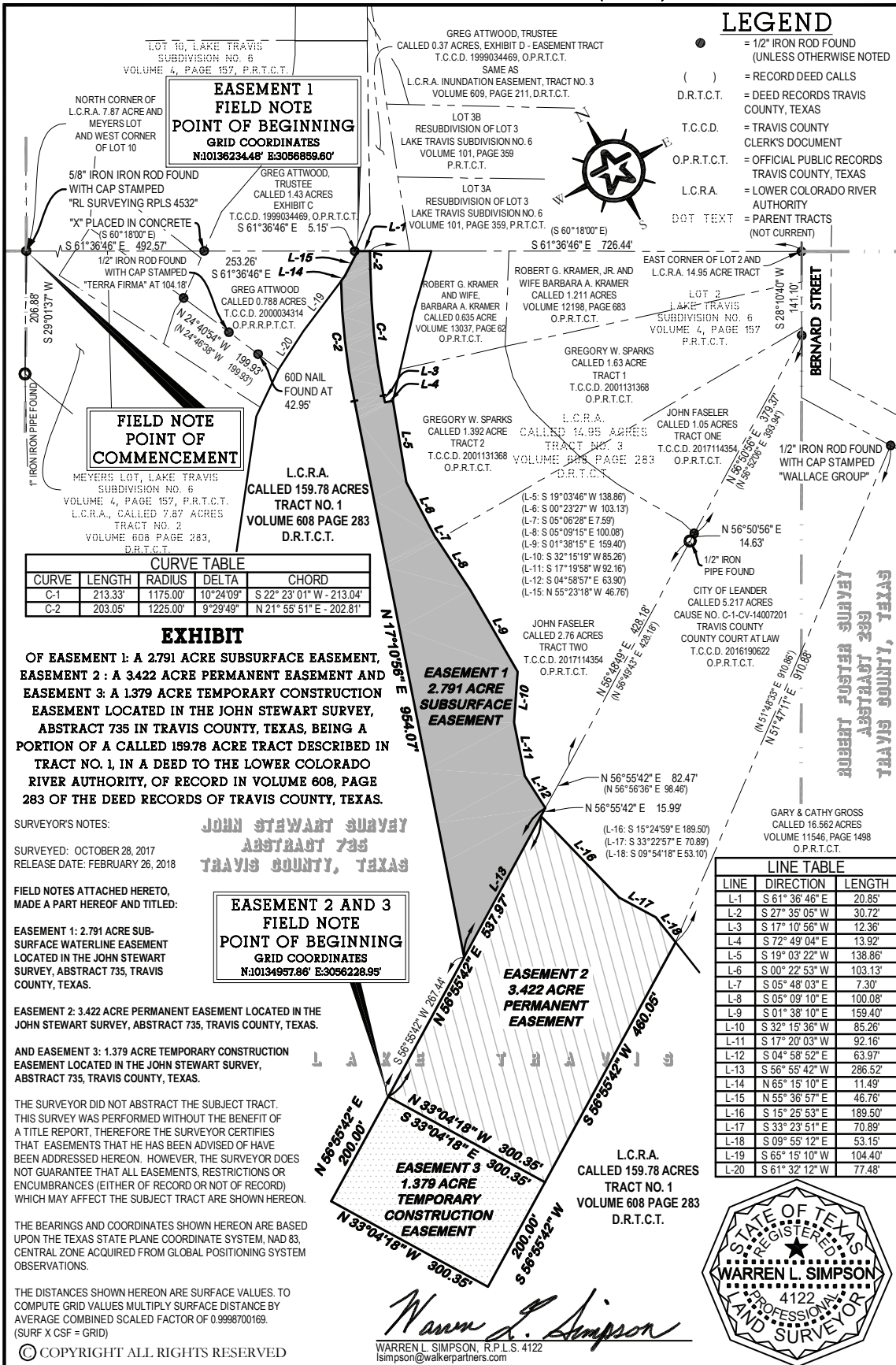


PROJ NO. 3-00619
PLAT NO. A1-1347
FIELD NOTE NO. 060-1
MAP CHECKED: 01/24/2018 - JBM

BCRUA 060
LOWER COLORADO RIVER AUTHORITY (L.C.R.A.)

LEGEND

- = 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- () = RECORD DEED CALLS
- D.R.T.C.T. = DEED RECORDS TRAVIS COUNTY, TEXAS
- T.C.C.D. = TRAVIS COUNTY CLERK'S DOCUMENT
- O.P.R.T.C.T. = OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
- L.C.R.A. = LOWER COLORADO RIVER AUTHORITY
- D&T TEXT = PARENT TRACTS (NOT CURRENT)



EASEMENT 1 FIELD NOTE POINT OF BEGINNING GRID COORDINATES
N:1013623448' E:3056859.60'

FIELD NOTE POINT OF COMMENCEMENT

EASEMENT 2 AND 3 FIELD NOTE POINT OF BEGINNING GRID COORDINATES
N:10134957.86' E:3056228.95'

CURVE	LENGTH	RADIUS	DELTA	CHORD
C-1	213.33'	1175.00'	10°24'09"	S 22° 23' 01" W - 213.04'
C-2	203.05'	1225.00'	9°29'49"	N 21° 55' 51" E - 202.81'

EXHIBIT

OF EASEMENT 1: A 2.791 ACRE SUBSURFACE EASEMENT, EASEMENT 2: A 3.422 ACRE PERMANENT EASEMENT AND EASEMENT 3: A 1.379 ACRE TEMPORARY CONSTRUCTION EASEMENT LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 189.78 ACRE TRACT DESCRIBED IN TRACT NO. 1, IN A DEED TO THE LOWER COLORADO RIVER AUTHORITY, OF RECORD IN VOLUME 608, PAGE 283 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS.

SURVEYOR'S NOTES:

SURVEYED: OCTOBER 28, 2017
 RELEASE DATE: FEBRUARY 26, 2018

FIELD NOTES ATTACHED HERETO, MADE A PART HEREOF AND TITLED:

EASEMENT 1: 2.791 ACRE SUB-SURFACE WATERLINE EASEMENT LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735, TRAVIS COUNTY, TEXAS.

EASEMENT 2: 3.422 ACRE PERMANENT EASEMENT LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735, TRAVIS COUNTY, TEXAS.

AND EASEMENT 3: 1.379 ACRE TEMPORARY CONSTRUCTION EASEMENT LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735, TRAVIS COUNTY, TEXAS.

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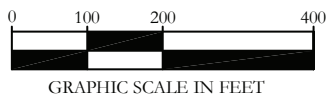
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WARREN L. SIMPSON, R.P.L.S. 4122
 lsimpson@walkerpartners.com



LINE	DIRECTION	LENGTH
L-1	S 61° 36' 46" E	20.85'
L-2	S 27° 35' 05" W	30.72'
L-3	S 17° 10' 56" W	12.36'
L-4	S 72° 49' 04" E	13.92'
L-5	S 19° 03' 22" W	138.86'
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L-16	S 15° 25' 53" E	189.50'
L-17	S 33° 23' 51" E	70.89'
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 Phone: 1-512-382-0021 • T.B.P.E. Registration No. 8053
 T.B.P.L.S. Registration No. 10194317

PLAT NO. A1-1347 PROJ. NO. 3-00619 DRAFTED 01/23/18
 060-1,060-2
 TAB NA F/N NO. 060-3 FB/PG 3-4/35 DRAWN BY IBM
 DWG. NAME 3-00619ESMT-PARCEL 060 - L.C.R.A. (SOUTH).DWG MAP CHK'D 01/24/18

G:\PROJECTS\3-00619\3 PHASE 2 LAND RIGHTS\1.0 SURVEY\1.0 CAD\3-00619ESMT-PARCEL 060 - L.C.R.A. (SOUTH).DWG, 8.5X14-NO CERT, 2/26/2018 12:28:00 PM, jmontemayor, 1:1



**EASEMENT 2
3.422 ACRE
PERMANENT EASEMENT
LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735,
IN TRAVIS COUNTY, TEXAS**

FIELD NOTES FOR A 3.422 ACRE STRIP OF LAND LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 159.78 ACRE TRACT DESCRIBED IN TRACT NO. 1, IN A DEED TO THE LOWER COLORADO RIVER AUTHORITY, OF RECORD IN VOLUME 608, PAGE 283 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS (D.R.T.C.T.). SAID 3.422 ACRE EASEMENT BEING MORE PARTICULARLY SHOWN ON THE ATTACHED EXHIBIT DRAWING, MADE A PART HEREOF AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT POINT IN THE BED OF LAKE TRAVIS, FOR THE WEST CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH THE WEST CORNER OF CALLED 5.217 ACRE TRACT, DESCRIBED IN CAUSE NO. C-1-CV-14007201 OF THE TRAVIS COUNTY COURT AT LAW, TO THE CITY OF LEANDER, OF RECORD IN TRAVIS COUNTY CLERK'S DOCUMENT (T.C.C.D.) 2016190622 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.) BEARS N 56°55'42" E – 537.97', AND A 1/2" IRON ROD FOUND MARKING THE EAST CORNER OF A CALLED 14.95 ACRE TRACT DESCRIBED IN TRACT NO. 3 IN A DEED TO LOWER COLORADO RIVER AUTHORITY, OF RECORD IN VOLUME 608, PAGE 283 OF THE D.R.T.C.T. BEARS N 54°25'18" E – 1583.83';

THENCE N 56°55'42" E – 537.97' TO A POINT AT THE WEST CORNER OF SAID 5.217 ACRE TRACT, FOR THE NORTH CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH A 1/2" IRON ROD FOUND AT THE EAST CORNER OF A CALLED 2.76 ACRE TRACT DESCRIBED IN TRACT TWO, IN A DEED TO JOHN FASELER, OF RECORD IN T.C.C.D. 2017114384 OF THE O.P.R.T.C.T. BEARS N 56°55'42" E – 98.46', N 56°48'49" E – 428.18' AND N 56°50'56" E – 14.63';

THENCE WITH THE COMMON LINE OF SAID 159.78 ACRE TRACT AND SAID 5.217 ACRE TRACT, THE FOLLOWING THREE (3) CALLS:

- 1) **S 15°25'53" E – 189.50'** TO A POINT FOR ANGLE,
- 2) **S 33°23'51" E – 70.89'** TO A POINT FOR ANGLE,
- 3) **S 09°55'12" E – 53.15'** TO A POINT AT THE SOUTHWEST CORNER OF SAID 5.217 ACRE TRACT, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH A 1/2" IRON ROD FOUND WITH CAP STAMPED "WALLACE GROUP" AT THE SOUTHEAST CORNER OF SAID 5.217 ACRE TRACT BEARS N 51°47'11" E – 910.88';

THENCE S 56°55'42" W – 460.05' TO A POINT IN THE BED OF LAKE TRAVIS FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED EASEMENT;

THENCE N 33°04'18" W – 300.35', RETURNING TO THE **POINT OF BEGINNING** AND CONTAINING 3.422 ACRES OF LAND.

THIS DESCRIPTION IS BASED ON THE ATTACHED EXHIBIT DRAWING MADE BY WARREN L. SIMPSON, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 4122.

BEARINGS CITED WITHIN THIS DESCRIPTION ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS.

SURVEYED: OCTOBER 28, 2017
RELEASED: FEBRUARY 26, 2018

WARREN L. SIMPSON, R.P.L.S. 4122



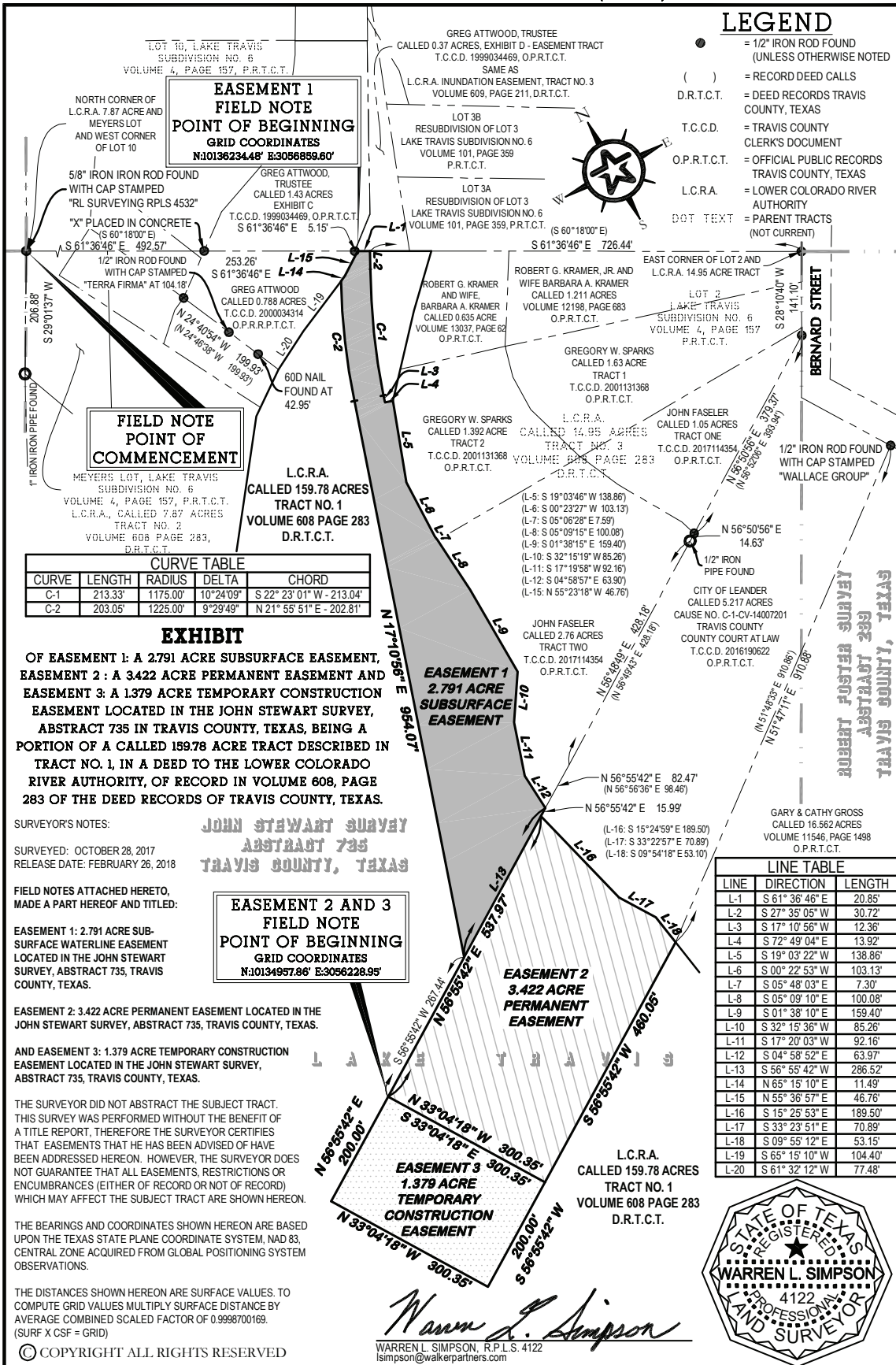
PROJ NO. 3-00619
PLAT NO. A1-1347
FIELD NOTE NO. 060-2
MAP CHECKED: 01/24/2018

www.WalkerPartners.com

BCRUA 060
LOWER COLORADO RIVER AUTHORITY (L.C.R.A.)

LEGEND

- = 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- () = RECORD DEED CALLS
- D.R.T.C.T. = DEED RECORDS TRAVIS COUNTY, TEXAS
- T.C.C.D. = TRAVIS COUNTY CLERK'S DOCUMENT
- O.P.R.T.C.T. = OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
- L.C.R.A. = LOWER COLORADO RIVER AUTHORITY
- D&T TEXT = PARENT TRACTS (NOT CURRENT)



**EASEMENT 1
FIELD NOTE
POINT OF BEGINNING
GRID COORDINATES**
 N:1013623448' E:3056859.60'

**FIELD NOTE
POINT OF COMMENCEMENT**

CURVE	LENGTH	RADIUS	DELTA	CHORD
C-1	213.33'	1175.00'	10°24'09"	S 22° 23' 01" W - 213.04'
C-2	203.05'	1225.00'	9°29'49"	N 21° 55' 51" E - 202.81'

EXHIBIT

OF EASEMENT 1: A 2.791 ACRE SUBSURFACE EASEMENT, EASEMENT 2: A 3.422 ACRE PERMANENT EASEMENT AND EASEMENT 3: A 1.379 ACRE TEMPORARY CONSTRUCTION EASEMENT LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 189.78 ACRE TRACT DESCRIBED IN TRACT NO. 1, IN A DEED TO THE LOWER COLORADO RIVER AUTHORITY, OF RECORD IN VOLUME 608, PAGE 283 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS.

SURVEYOR'S NOTES:

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AND EASEMENT 3: 1.379 ACRE TEMPORARY CONSTRUCTION EASEMENT LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735, TRAVIS COUNTY, TEXAS.

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**JOHN STEWART SURVEY
ABSTRACT 735
TRAVIS COUNTY, TEXAS**

**EASEMENT 2 AND 3
FIELD NOTE
POINT OF BEGINNING
GRID COORDINATES**
 N:10134957.86' E:3056228.95'

**EASEMENT 3
1.379 ACRE
TEMPORARY
CONSTRUCTION
EASEMENT**

**EASEMENT 1
2.791 ACRE
SUBSURFACE
EASEMENT**

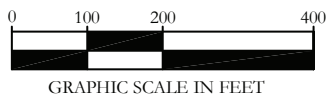
**EASEMENT 2
3.422 ACRE
PERMANENT
EASEMENT**

L.C.R.A.
CALLED 159.78 ACRES
TRACT NO. 1
VOLUME 608 PAGE 283
D.R.T.C.T.

Warren L. Simpson
 WARREN L. SIMPSON, R.P.L.S. 4122
 lsimpson@walkerpartners.com



LINE	DIRECTION	LENGTH
L-1	S 61° 36' 46" E	20.85'
L-2	S 27° 35' 05" W	30.72'
L-3	S 17° 10' 56" W	12.36'
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PLAT NO. A1-1347 PROJ. NO. 3-00619 DRAFTED 01/23/18
 060-1,060-2
 TAB NA F/N NO. 060-3 FB/PG 3-4/35 DRAWN BY IBM
 DWG. NAME 3-00619ESMT-PARCEL 060 - LCR(A) (SOUTH).DWG MAP CHK'D 01/24/18

G:\PROJECTS\3-00619\3 PHASE 2 LAND RIGHTS\1.0 CAD\3-00619ESMT-PARCEL 060 - LCR(A) (SOUTH).DWG, 8.5X14-NO CERT, 2/26/2018 12:28:00 PM, jmontemayor, 1:1



**EASEMENT 3
1.379 ACRE
TEMPORARY CONSTRUCTION EASEMENT
LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735,
IN TRAVIS COUNTY, TEXAS**

FIELD NOTES FOR A 1.379 ACRE STRIP OF LAND LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 159.78 ACRE TRACT DESCRIBED IN TRACT NO. 1, IN A DEED TO THE LOWER COLORADO RIVER AUTHORITY, OF RECORD IN VOLUME 608, PAGE 283 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS (D.R.T.C.T.). SAID 1.379 ACRE EASEMENT BEING MORE PARTICULARLY SHOWN ON THE ATTACHED EXHIBIT DRAWING, MADE A PART HEREOF AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

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THENCE S 56°55'42" W - 200.00' TO A POINT IN THE BED OF LAKE TRAVIS, FOR THE SOUTH CORNER OF THE HEREIN DESCRIBED EASEMENT;

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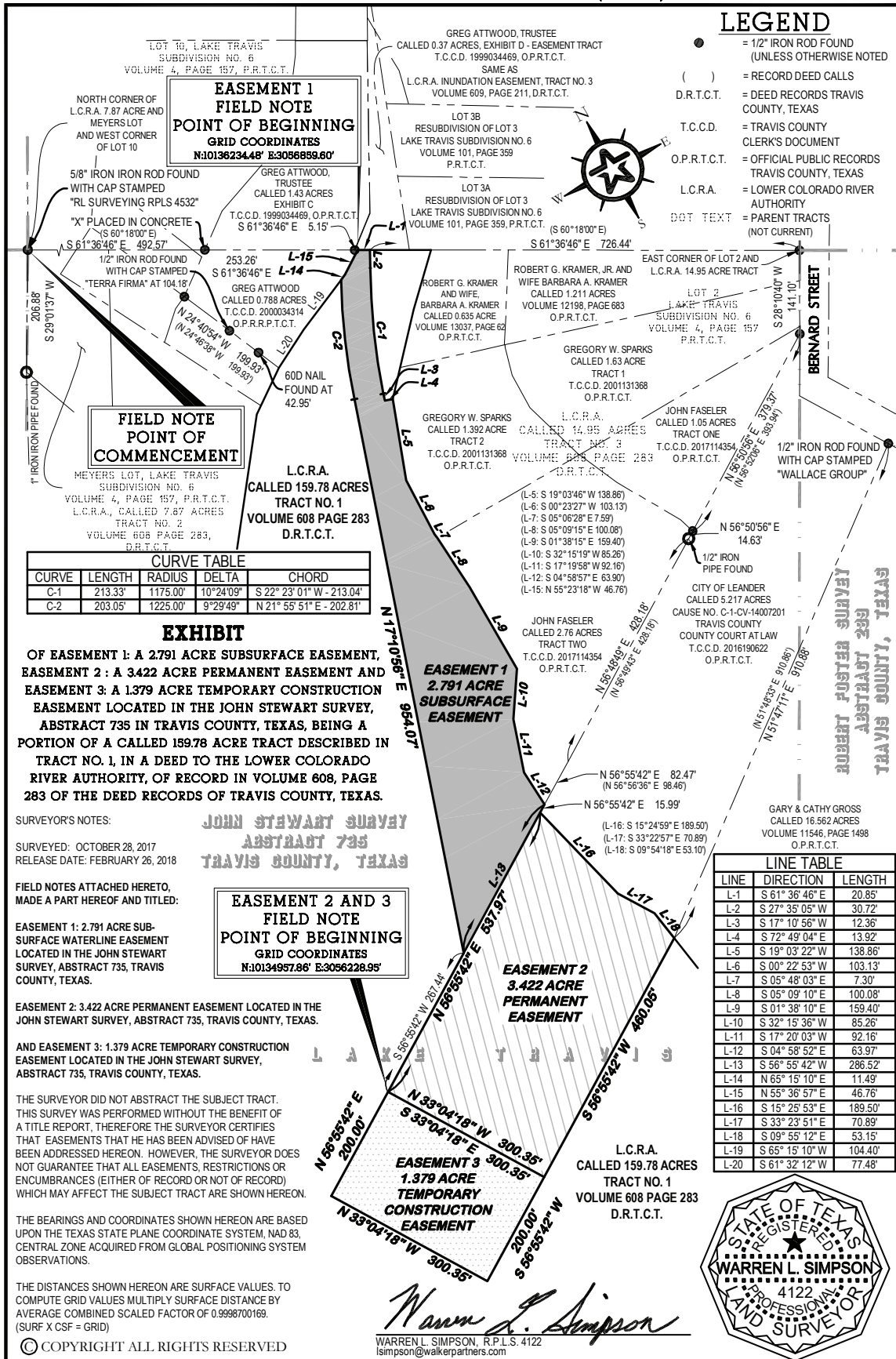


PROJ NO. 3-00619
PLAT NO. A1-1347
FIELD NOTE NO. 060-3
MAP CHECKED: 01/24/2018-JBM

BCRUA 060
LOWER COLORADO RIVER AUTHORITY (L.C.R.A.)

LEGEND

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EASEMENT 1 FIELD NOTE POINT OF BEGINNING GRID COORDINATES
N:1013623448' E:3056859.60'

FIELD NOTE POINT OF COMMENCEMENT

EASEMENT 2 AND 3 FIELD NOTE POINT OF BEGINNING GRID COORDINATES
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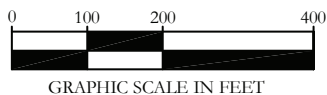
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EXHIBIT "E"

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 DRIVERS LICENSE NUMBER.

SUBSURFACE EASEMENT

BCRUA—Phase 2

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

DATE: _____, 2020

GRANTOR: Lower Colorado River Authority, a conservation and reclamation district of the State of Texas

GRANTOR'S MAILING ADDRESS: P.O. Box 220
 Austin, TX 78767-0220

GRANTEE: Brushy Creek Regional Utility Authority, Inc., a domestic local government corporation of the State of Texas

GRANTEE'S MAILING ADDRESS: 221 E. Main St.
 Round Rock, TX 78664

CONSIDERATION: Ten dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Easement Property A: that certain tract of land consisting of 0.523 acre, more or less, out of the Francis Harris Survey, Abstract 364 and the D.M. Doyle Survey, Abstract 2648, Travis County, Texas, more particularly described by metes and bounds and sketch in Exhibit "A", attached hereto and incorporated herein for all purposes; and

Easement Property B: that certain tract of land consisting of 2.791 acres, more or less, out of the John Stewart Survey, Abstract 735, Travis County, Texas, more particularly described by metes and bounds and sketch in Exhibit "B", attached hereto and incorporated herein for all purposes; and

For purposes of this document, the term "Easement Property" shall be used when necessary or convenient to refer to Easement Property A and Easement Property B collectively.

SUBSURFACE EASEMENT GRANT:

GRANTOR, for the consideration paid to GRANTOR by GRANTEE, hereby grants, sells, and conveys to GRANTEE a permanent and exclusive subsurface easement under the Easement Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold to GRANTEE and GRANTEE'S successors and assigns forever. The subsurface easement, rights, and privileges herein granted shall be used solely for the purposes of boring, constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, renewing, removing, inspecting, connecting, or repairing one (1) subsurface raw water intake tunnel with an inside, finished diameter of up to a maximum of one hundred twenty inches (120") and any other appurtenances thereto necessary for the purposes of the transmission of raw water (the "Project"); provided, however, that GRANTEE'S rights in the Easement Property are exclusive only to the extent necessary to fulfill the purpose of the easement and shall be limited to that part of the subsurface lying at or below 520' MSL and at or above 460' MSL

In no event shall GRANTEE have the right to use the surface of the Easement Property for drilling, boring, excavation, or any other use, except that GRANTEE shall be permitted to do geotechnical testing, including soil and surface testing and boring, prior to construction of the Project. The location and type of such testing shall be submitted to GRANTOR for review and approved in writing by GRANTOR prior to the commencement of any testing. After completion of any and all such geotechnical testing, GRANTEE shall restore the surface of the Easement Property to the condition it was in immediately prior to the testing. GRANTEE shall not place or construct any above-ground facilities or appurtenances whatsoever upon the surface of the Easement Property.

RIGHTS AND RESERVATIONS OF GRANTOR:

GRANTOR shall retain all existing rights to use the Easement Property for any and all purposes, which do not endanger or unreasonably interfere with the rights granted to GRANTEE herein. GRANTOR's reservation of its rights includes, without limitation, the right to place buildings or other permanent structures on the Easement Property as long as excavation for said improvements does not exceed 25' (feet) beneath existing grade. Furthermore, GRANTOR and GRANTEE agree the use of the Easement Property for private or commercial docks, piers, or marinas shall not endanger or unreasonably interfere with the rights granted to GRANTEE herein.

GRANTOR expressly reserves all water, oil, gas, and other minerals owned by GRANTOR, in, on, and under the Easement Property, provided that GRANTOR shall not be permitted to drill or excavate for water, oil, gas and minerals on the surface of the Easement Property, but GRANTOR may extract water, oil, gas, or other minerals from and under the Easement Property by directional drilling or other means which do not unreasonably interfere with or disturb the rights granted to GRANTEE herein.

GRANTOR expressly reserves the right to vary the level, temperature, or quality of GRANTOR-managed rivers, tributaries, and lakes. GRANTOR specifically reserves the right and privilege to store and impound water on, flow water across, and inundate with water at any time and as many times as GRANTOR may see fit all or any part of the Easement Property that is at or

below the 715-foot msl elevation contour, without any compensation or liability to GRANTEE. GRANTOR shall not be liable, by reason of floods, flowage, soakage, seepage, erosion, or any other action of water, for any damages on any part of the Easement Property and/or any facilities constructed under the Easement Property which may be caused in whole or in part by the operation or maintenance of any one or more of GRANTOR-managed dams, and the impounding of water thereby, or the failure to impound water thereby, or the releasing of impounded water.

OBLIGATIONS OF GRANTEE:

GRANTEE shall at all times comply with GRANTOR'S Highland Lakes Watershed Ordinance (or any successor ordinance), as it may be amended from time to time, to the extent such ordinance is applicable to the construction, installation, operation, maintenance and removal of any part of the Project. GRANTEE shall not commence any work on the Easement Property until all applicable Project permits have been issued. GRANTEE shall not commence any work on the Easement Property until the plans, specifications, and schedule for the construction of the Project have been reviewed and approved in writing by GRANTOR. In addition, GRANTEE shall implement a GRANTOR-approved water quality monitoring and turbidity control plan for any work performed underwater that will disturb the lakebed. Said plan must be submitted to GRANTOR for review and approved in writing by GRANTOR prior to GRANTEE'S beginning any work below the 681-foot contour. Should it be necessary for the safe operation and maintenance of GRANTOR's river, tributaries, or lakes to make changes to the Project plans, specifications, or schedule, or the water quality monitoring and turbidity control plan, GRANTEE shall promptly implement such changes upon receipt of written notice from GRANTOR. Further, GRANTEE shall conduct all of its activities in full compliance with all applicable federal, state, and local laws and ordinances and shall be solely responsible for obtaining all required permits, licenses, or other approvals required for the Project.

GRANTEE acknowledges and agrees, to the extent allowed by law, that GRANTOR shall not be liable to GRANTEE or any third parties, for any liabilities, losses, claims, suits, demands, causes of action, costs, expenses, or damages ("Liabilities") whatsoever arising out of or related to the exercise of GRANTEE's rights under this easement, the Easement Property, or the Project, or any part thereof. GRANTEE agrees that it will be solely responsible for all Liabilities and to the extent allowed by law to release and indemnify GRANTOR from and against all Liabilities whatsoever arising out of or related to the exercise of GRANTEE's rights under this easement, the Easement Property, or the Project, or any part thereof, including, without limitation, all Liabilities arising under Environmental Laws. Environmental Laws is defined herein as any law, regulation, rules, policies, judicial orders, or common law, relating to the regulation or protection of the environment or to emissions, discharges, releases, or threatened releases of any contaminant, hazardous, or harmful substance into the environment (including, without limitation, ambient air, soil, surface water, ground water, wetlands, land, or subsurface strata), or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of chemicals or hazardous or harmful substances. GRANTEE's obligations under this paragraph shall survive any cessation, reversion, or termination of this easement.

If GRANTEE engages contractors or subcontractors to work on the Project, GRANTEE shall require such contractors and subcontractors to carry insurance that matches or satisfies the types and minimum coverages of insurance specified in the General Conditions of the construction contract for the Project and attached as Exhibit "C". Any contractor or subcontractor insurance policies shall be written by an insurance company or companies with a current Best's Insurance Guide Rating of A - IX or better and authorized to transact business in the State of Texas, and shall include an endorsement naming GRANTOR as an additional insured during periods of work upon the Easement Property.

NOTIFICATION: Any notifications required or deemed necessary herein to be provided to GRANTOR or GRANTEE shall be submitted to the following:

GRANTOR

Lower Colorado River Authority
P.O. Box 220
Austin, Texas 78767-0220
Attn: Real Estate

GRANTEE

Brushy Creek Regional Utility Authority, Inc.
221 E. Main Street
Round Rock, Texas 78664

SUCCESSORS AND ASSIGNS; TERMINATION:

This Subsurface Easement shall be permanent, provided however that said easement, rights, and privileges shall cease and revert to Grantor in the event the Project is abandoned, or shall cease to be used, for a period of five (5) consecutive years. This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon Grantee and Grantor, and their heirs, successors, and assigns. In the event that the governing board of GRANTOR makes an official determination at a posted public meeting that GRANTEE has failed to comply with or is otherwise in breach or default of a material term or condition of this Easement, if such default or breach is not cured within six (6) months after receipt of written notice of such determination from GRANTOR, then GRANTOR, at its option, may terminate this easement and upon such termination, said easement, rights, and privileges shall cease and revert to GRANTOR.

WARRANTY:

Subject to existing matters of record affecting the Easement Property and any land use agreements, licenses, or leases affecting the Easement Property, whether of record or not, GRANTOR warrants and shall forever defend this Subsurface Easement to GRANTEE against anyone lawfully claiming or to claim the Permanent Easement or any part thereof when the claim is by, through or under GRANTOR, but not otherwise.

When the context requires, singular nouns and pronouns include the plural. When appropriate, the terms "GRANTEE" and "GRANTOR" include their respective employees, agents, subsidiaries, officers, servants, contractors, successors and assigns.

GRANTOR:

LOWER COLORADO RIVER AUTHORITY

By: _____

Senior Vice President, Enterprise Services

ACKNOWLEDGMENT

THE STATE OF TEXAS §

§

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this _____ day of _____, 2020, by _____, Senior Vice President, Enterprise Services for the Lower Colorado River Authority, a conservation and reclamation district of the State of Texas, on behalf of said district.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Cobb, Fendley & Associates, Inc.
Right of Way Department
505 E. Huntland Drive, Suite 100
Austin, TX 78752

EXHIBIT "F"

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 DRIVERS LICENSE NUMBER.

INTAKE TUNNEL AND RISER FACILITY EASEMENT

BCRUA—Phase 2

STATE OF TEXAS §

§

COUNTY OF TRAVIS §

DATE: _____, 2020

GRANTOR: Lower Colorado River Authority, a conservation and reclamation district of the State of Texas

GRANTOR'S MAILING ADDRESS: P.O. Box 220
Austin, TX 78767-0220

GRANTEE: Brushy Creek Regional Utility Authority, Inc., a domestic local government corporation of the State of Texas

GRANTEE'S MAILING ADDRESS: 221 E. Main St.
Round Rock, TX 78664

CONSIDERATION: Ten dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

EASEMENT PROPERTY: that certain tract of land consisting of 3.422 acre, more or less, out of the John Stewart Survey, more particularly described by metes and bounds and sketch in Exhibit "A", attached hereto and incorporated herein for all purposes.

SUBSURFACE AND RISER FACILITY EASEMENT GRANT:

GRANTOR, for the consideration paid to GRANTOR by GRANTEE, hereby grants, sells, and conveys to GRANTEE a permanent and exclusive subsurface easement under the Easement Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold to GRANTEE and GRANTEE'S successors and assigns forever. The subsurface easement, rights, and privileges herein granted shall be used solely for the purposes of boring, constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, renewing, removing, inspecting, connecting, or repairing one (1) subsurface raw water intake tunnel with an inside finished diameter of up to a maximum of one hundred twenty inches (120') , and two (2) vertical riser pipes connecting to the intake tunnel, and any other appurtenances thereto necessary for the purposes of the transmission of raw water (the "Project"); provided, however, that GRANTEE'S rights in the Easement Property are exclusive only to the extent necessary to fulfill the purpose of the easement and only for that part of the subsurface lying at or below 520' MSL and at or above 460' MSL (the "Subsurface Tunnel Facility Limits). GRANTEE shall also have non-exclusive rights in the Easement Property outside of the Subsurface Tunnel Facility Limits as follows:

(1) GRANTEE shall have the right to use the Easement Property, including the subsurface, lakebed, water column, lake surface, and any related rivers, tributaries, or lakes managed by GRANTOR within the Easement Property, for establishing, constructing, placing, operating, maintaining, patrolling, reconstructing, replacing, rebuilding, upgrading, renewing, removing, inspecting, connecting, or repairing the vertical riser pipes facility and required appurtenances portion of the Project.

(2) GRANTEE shall have the right and obligation to establish, install, maintain, repair, replace, remove or modify warning or boundary signs, buoys, or other similar facilities within the Easement Property in order to limit public access to and otherwise protect the public and the Project, as required by and in accordance with all applicable requirements of, or otherwise negotiated with GRANTOR, the Texas Commission on Environmental Quality, or any other applicable State or Federal law, rules, regulations or agencies. GRANTEE shall not install any buoys, markers, or other similar facilities until it has applied for and obtained a buoy permit from GRANTOR. GRANTEE shall comply with all terms and conditions of the buoy permit.

RIGHTS AND RESERVATIONS OF GRANTOR:

GRANTOR shall retain all existing rights to use the Easement Property, for any and all purposes which do not endanger or unreasonably interfere with the rights granted to GRANTEE herein.

GRANTOR expressly reserves all water, oil, gas, and other minerals owned by GRANTOR, in, on, and under the Easement Property, provided that GRANTOR shall not be permitted to drill or excavate for water, oil, gas or other minerals on the surface of the Easement Property, but GRANTOR may extract water, oil, gas, or other minerals from and under the Easement Property by directional drilling or other means which do not unreasonably interfere with or disturb the rights granted to GRANTEE herein.

GRANTOR expressly reserves the right to vary the level, temperature, or quality of GRANTOR-managed rivers, tributaries, and lakes. GRANTOR specifically reserves the right and privilege to store and impound water on, flow water across, and inundate with water at any time and as many times as GRANTOR may see fit all or any part of the Easement Property that is at or below the 715-foot msl elevation contour, without any compensation or liability to GRANTEE. GRANTOR shall not be liable, by reason of floods, flowage, soakage, seepage, erosion, or any other action of water, for any damages on any part of the Easement Property and/or any facilities constructed on or under the Easement Property which may be caused in whole or in part by the operation or maintenance of any one or more of GRANTOR-managed dams, and the impounding of water thereby, or the failure to impound water thereby, or the releasing of impounded water.

OBLIGATIONS OF GRANTEE:

GRANTEE shall at all times comply with GRANTOR'S Highland Lakes Watershed Ordinance (or any successor ordinance), as it may be amended from time to time, to the extent such ordinance is applicable to the construction, installation, operation, maintenance and removal of any part of the Project. GRANTEE shall not commence any work on the Easement Property until the plans, specifications, and schedule for the construction of the Project have been reviewed and approved in writing by GRANTOR. In addition, GRANTEE shall implement a GRANTOR-approved water quality monitoring and turbidity control plan for any work performed underwater that will disturb the lakebed. Said plan must be submitted to GRANTOR for review and approved in writing by GRANTOR prior to GRANTEE'S beginning any work below the 681 foot contour. Should it be necessary for the safe operation and maintenance of GRANTOR's river, tributaries, or lakes to make changes to the Project plans, specifications, or schedule, or the water quality monitoring and turbidity control plan, GRANTEE shall promptly implement such changes upon receipt of written notice from GRANTOR. Further, GRANTEE shall conduct all of its activities in full compliance with all applicable federal, state, and local laws and ordinances and shall be solely responsible for obtaining all required permits, licenses, or other approvals required for the Project.

GRANTEE acknowledges and agrees that, to the extent allowed by law, GRANTOR shall not be liable to GRANTEE or any third parties, for any liabilities, losses, claims, suits, demands, causes of action, costs, expenses, or damages ("Liabilities") whatsoever arising out of or related to the exercise of GRANTEE's rights under this easement, the Easement Property, or the Project, or any part thereof. GRANTEE agrees that it will be solely responsible for all Liabilities and to the extent allowed by law to release and indemnify GRANTOR from and against all Liabilities whatsoever arising out of or related to the exercise of GRANTEE's rights under this easement, the Easement Property, or the Project, or any part thereof, including, without limitation, all Liabilities arising under Environmental Laws. Environmental Laws is defined herein as any law, regulation, rules, policies, judicial orders, or common law, relating to the regulation or protection of the environment or to emissions, discharges, releases, or threatened releases of any contaminant, hazardous, or harmful substance into the environment (including, without limitation, ambient air, soil, surface water, ground water, wetlands, land, or subsurface strata), or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of chemicals or hazardous or harmful substances. GRANTEE's obligations under this paragraph shall survive any cessation, reversion, or termination of this easement.

If GRANTEE engages contractors or subcontractors to work on the Project, GRANTEE shall require such contractors and subcontractors to carry insurance that matches or satisfies the types of minimum coverages of insurance specified in the General Conditions of the construction contract for the Project attached as Exhibit "B". Any contractor or subcontractor insurance policies shall be written by an insurance company or companies with a current Best's Insurance Guide Rating of A - IX or better and authorized to transact business in the State of Texas, and shall include an endorsement naming GRANTOR as an additional insured during periods of work upon the Easement Property.

NOTIFICATION: Any notifications required or deemed necessary herein to be provided to GRANTOR or GRANTEE shall be submitted to the following:

GRANTOR

Lower Colorado River Authority
P.O. Box 220
Austin, Texas 78767-0220
Attn: Real Estate

GRANTEE

Brushy Creek Regional Utility Authority, Inc.
221 E. Main Street
Round Rock, Texas 78664

SUCCESSORS AND ASSIGNS; TERMINATION:

This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon GRANTEE and GRANTOR, and their heirs, successors, and assigns. This easement shall be permanent, provided however that said easement, rights, and privileges shall cease and revert to Grantor in the event the Project is abandoned, or shall cease to be used, for a period of five (5) consecutive years. In the event that the governing board of GRANTOR makes an official determination at a posted public meeting that GRANTEE has failed to comply with or is otherwise in breach or default of a material term or condition of this Easement, if such default or breach is not cured within six (6) months after receipt of written notice of such determination from GRANTOR, then GRANTOR, at its option, may terminate this easement and upon such termination, said easement, rights, and privileges shall cease and revert to GRANTOR.

Within one hundred and eighty (180) days after the termination of the Easement, GRANTEE shall remove all of the vertical riser facility and related appurtenances portions of the Project from the above the limits of the lakebed within the Easement Property and restore the Easement in the removal areas as nearly as possible, to the condition in which said property was found as of the Date hereof. If GRANTEE does not remove the vertical riser facility and related appurtenance portions of the Project and restore the Easement Property above the limits of the lakebed, GRANTOR shall be permitted to remove the vertical riser facility and related appurtenances portions of the Project above the limits of the lakebed and restore the Easement Property in the removal areas, and GRANTEE shall be obligated to reimburse GRANTOR for all reasonable expenditures made by GRANTOR. This reimbursement obligation shall survive the termination of the Easement.

WARRANTY:

Subject to existing matters of record affecting the Easement Property, and any land use agreements, licenses, or leases affecting the Easement Property, whether of record or not, GRANTOR warrants and shall forever defend this Subsurface Easement to GRANTEE against anyone lawfully claiming or to claim the Permanent Easement or any part thereof when the claim is by, through or under GRANTOR, but not otherwise.

When the context requires, singular nouns and pronouns include the plural. When appropriate, the terms "GRANTEE" and "GRANTOR" include their respective employees, agents, subsidiaries, officers, servants, contractors, successors and assigns.

GRANTOR:

LOWER COLORADO RIVER AUTHORITY

By: _____

Senior Vice President, Enterprise Services

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this _____ day of _____, 2020, by _____, Senior Vice President, Enterprise Services for the Lower Colorado River Authority, a conservation and reclamation district of the State of Texas, on behalf of said district.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

EXHIBIT "G"

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 DRIVERS LICENSE NUMBER.

TEMPORARY CONSTRUCTION EASEMENT

BCRUA—Phase 2

STATE OF TEXAS §

COUNTY OF TRAVIS §

DATE: _____, 2020

GRANTOR: Lower Colorado River Authority, a conservation and reclamation district of the State of Texas

GRANTOR'S MAILING ADDRESS: P.O. Box 220
Austin, TX 78767-0220

GRANTEE: Brushy Creek Regional Utility Authority, Inc., a domestic local government corporation of the State of Texas

GRANTEE'S MAILING ADDRESS: 221 E. Main St.
Round Rock, TX 78664

CONSIDERATION: Ten dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

EASEMENT PROPERTY: A tract of land, consisting of 1.379 acres, more or less, out of the John Stewart Survey, Abstract 735, Travis County, Texas, as described by sketch in Exhibit "A", attached hereto and incorporated herein for all purposes.

GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) cash and other good and valuable consideration to GRANTOR, in hand paid by GRANTEE, the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien or encumbrance expressed or implied is retained, has this day GRANTED and CONVEYED, and by these presents does GRANT and CONVEY unto GRANTEE, a Temporary Construction Easement ("Easement") on the Easement Property to be used as a construction staging area during construction of two (2) vertical riser pipes connecting to the intake tunnel, one (1) water intake tunnel with an inside finished diameter of up to a maximum of one hundred twenty inches (120") and one (1) water transmission pipeline, and appurtenances thereto necessary for the purposes of the transmission of raw water (the "Project"), on property adjacent to the Easement Property.

Such use of the Easement Property may specifically include:

(1) temporary access, materials storage, equipment storage, and other construction-related uses reasonably necessary or desirable to construct the Project on property adjoining the Easement Property. In no event shall GRANTEE construct or install any permanent improvements on the Easement Property; and

(2) use of any GRANTOR managed rivers, tributaries, and lakes upon the Easement Property, for the temporary placement, use, and operation of a boat, barge, or other water borne vehicles, facilities, and equipment as reasonably necessary to carry out the construction of the Project on the adjacent property. Any maritime vehicles or equipment placed and used upon the Easement Property pursuant to this grant shall specifically be allowed and permitted to anchor, tie, or otherwise connect to the existing lakebed if necessary for proper and safe operation. Any facilities used or installed upon the Easement Property shall be completely removed prior to expiration of this Easement; and

(3) GRANTEE's installation of buoys, markers, or other similar facilities, along the boundary of or otherwise within the Easement Property, in order to identify and establish warnings and notice of the limits of the Easement Property perimeter and construction activities as required by and in accordance with all applicable regulatory requirements of, or otherwise negotiated with, GRANTOR, the Texas Commission on Environmental Quality, or any other applicable State or Federal regulations or agencies. GRANTEE shall not install any buoys, markers, or other similar facilities until it has applied for and obtained a buoy permit from GRANTOR. GRANTEE shall comply with all terms and conditions of the buoy permit.

TO HAVE AND TO HOLD the same to GRANTEE, its successors and assigns, together with the right and privilege at all times during the term of this easement to enter the Easement Property for the above-stated purposes. This grant is made on the condition that GRANTEE and its successors and assigns shall replace or repair any and all damage done to any portion of the Easement Property and existing improvements, including but not limited to any lakebed or shoreline, to a condition like or better than that existing before the Project. GRANTEE acknowledges and agrees, to the extent allowed by law, that GRANTOR shall not be liable to GRANTEE or any third parties, for any liabilities, losses, claims, suits, demands, causes of action, costs, expenses, or damages ("Liabilities") whatsoever arising out of or related to the exercise of GRANTEE's rights under this easement, the Easement Property, or the Project, or any part thereof. GRANTEE agrees that it will be solely responsible for all Liabilities and to the extent allowed by law to release and indemnify GRANTOR from and against all Liabilities whatsoever arising out of or related to the exercise of GRANTEE's rights under this easement, the Easement Property, or the Project, or any part thereof, including, without limitation, all Liabilities arising under Environmental Laws. Environmental Laws is defined herein as any law, regulation, rules, policies, judicial orders, or common law, relating to the regulation or protection of the environment or to emissions, discharges, releases, or threatened releases of any contaminant, hazardous, or harmful substance into the environment (including, without limitation, ambient air, soil, surface water, ground water, wetlands, land, or subsurface strata), or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of chemicals or

hazardous or harmful substances. GRANTEE's obligations under this paragraph shall survive any cessation, reversion, or termination of this easement.

GRANTOR expressly reserves the right to vary the level, temperature, or quality of GRANTOR-managed rivers, tributaries, and lakes. GRANTOR specifically reserves the right and privilege to store and impound water on, flow water across, and inundate with water at any time and as many times as GRANTOR may see fit all or any part of the Easement Property that is at or below the 715-foot msl elevation contour, without any compensation or liability to GRANTEE. GRANTOR shall not be liable, by reason of floods flowage, soakage, seepage, erosion, or any other action of water, for any damages on any part of the Easement Property and/or any facilities located on the Easement Property which may be caused in whole or in part by the operation or maintenance of any one or more of GRANTOR-managed dams, and the impounding of water thereby, or the failure to impound water thereby, or the releasing of impounded water.

GRANTEE shall at all times comply with GRANTOR'S Highland Lakes Watershed Ordinance (or any successor ordinance), as it may be amended from time to time, to the extent such ordinance is applicable to GRANTEE'S activities on the Easement Property. GRANTEE shall not commence any work on the Easement Property until the plans, specifications, and schedule for the construction of the PROJECT have been reviewed and approved in writing by GRANTOR. In addition, GRANTEE shall implement a GRANTOR-approved water quality monitoring and turbidity control plan for any work performed underwater that will disturb the lakebed. Said plan must be submitted to GRANTOR for review and approved in writing by GRANTOR prior to GRANTEE'S beginning any work below the 681-foot contour. Should it be necessary for the safe operation and maintenance of GRANTOR's river, tributaries, or lakes to make changes to the PROJECT plans, specifications, or schedule, or the water quality monitoring and turbidity control plan, GRANTEE shall promptly implement such changes upon receipt of written notice from GRANTOR. Further, GRANTEE shall conduct all of its activities in full compliance with all applicable federal, state, and local laws and ordinances and shall be solely responsible for obtaining all required permits, licenses, or other approvals required for the Project.

If GRANTEE engages contractors or subcontractors to work on the Project, GRANTEE shall require such contractors and subcontractors to carry insurance that matches or satisfies the type of minimum coverages of insurance specified in the General Conditions of the construction contract for the Project as attached in Exhibit "B". Any contractor or subcontractor insurance policies shall be written by an insurance company or companies with a current Best's Insurance Guide Rating of A - IX or better and authorized to transact business in the State of Texas, and shall include an endorsement naming GRANTOR as an additional insured during periods of work upon the Easement Property.

Any notifications required or deemed necessary herein to be provided to GRANTOR or GRANTEE shall be submitted to the following:

GRANTOR

Lower Colorado River Authority
P.O. Box 220
Austin, Texas 78767-0220
Attn: Real Estate

GRANTEE

Brushy Creek Regional Utility Authority, Inc.
221 E. Main Street
Round Rock, TX 78664

The rights conveyed in this Temporary Construction Easement shall commence on the day that is 30 days after GRANTOR’S receipt of written notice from GRANTEE that GRANTEE intends to enter the Easement Property and begin construction of the Project on adjoining property and shall automatically expire upon the earlier of (a) completion of the Project, (b) five (5) years from the date the Temporary Construction Easement commences, or (c) August 31, 2030.

This Easement is made and accepted subject to all easements, restrictions and other matters of record in the Real Property Records of Travis County, Texas and land use agreements, licenses, or leases affecting the Easement Property, whether of record or not.

GRANTOR:

LOWER COLORADO RIVER AUTHORITY

By: _____

Senior Vice President, Enterprise Services

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this _____ day of _____, 2020, by _____, Senior Vice President, Enterprise Services for the Lower Colorado River Authority, a conservation and reclamation district of the State of Texas, on behalf of said district.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Cobb, Fendley & Associates, Inc.
Right of Way Department
505 E. Huntland Drive, Suite 100
Austin, TX 78752