

EXHIBIT
"A"

Easement Purchase Agreement

This contract to buy and sell real property interests is between Seller (or "Grantor") and Buyer (or "Grantee") 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 (or "Grantor"): Trails End Homeowners Association, Inc.

Address: PO Box 1191
Cedar Park, TX 78630
Williamson County

Phone: 512-999-1688

Buyer (or "Grantee"): City of Round Rock, a Texas home rule city

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

Easement Properties:

Subsurface Raw Water Line Easement: that certain tract of land in Travis County, Texas, more particularly described by metes and bounds in Exhibit "B", attached hereto and incorporated herein for all purposes (the "Easement Property");

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

Title Company: Texas National Title

Escrow Agent: Stacie Barnes

Address: 305 Denali Pass Drive,
Suite A
Cedar Park, Texas 78613
Fax:(512) 853-5810

Phone: (512) 337-0300

E-mail: Stacie.barnes@TexasNationalTitle.com

Purchase Price:

\$ 160,000.00

County for Performance: Travis County, Texas

A. Closing Documents

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

Subsurface Raw Water Line Easement and Temporary Construction Easement in the same form and substance as the attached Exhibit “A” and Exhibit “C”.

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 Raw Water Line Easement Agreement
- Exhibit B – Subsurface Raw Waterline Easement Property
- Exhibit C – Temporary Construction Easement Agreement
- Exhibit D – Temporary Construction Easement Property

C. Purchase and Sale of Property Interests

Purchase and Sale Agreement. Seller agrees to sell and convey the Property Interests in Exhibit “A” and Exhibit “C” to Buyer, and Buyer agrees to buy and pay Seller for the Property Interests in Exhibit “A” and Exhibit “C.” 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. At Closing, the following will occur:

D.1.a. Closing Documents; Title Company Documents. The parties will execute and deliver the Closing Documents and any documents required by Title Company.

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.

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.1.d. Possession. Seller will deliver possession of the Property Interests to Buyer, subject to the Permitted Title Exceptions existing at Closing.

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. Specific Performance. Buyer may demand specific performance of this contract.

E.2. Actual Damages. If Seller conveys or encumbers any portion of the Property before Closing so that Buyer's ability to enforce specific performance of Seller's obligations under this contract is precluded or impaired, Buyer will be entitled to seek recovery from Seller for the actual damages sustained by Buyer by reason of Seller's Default, including attorney's fees, expenses, and court costs.

E.3. Seller's Default; Remedies after Closing. If Seller's representations are not true and correct at Closing due to circumstances reasonably within Seller's control and Buyer does not become aware of the untruth or incorrectness of such representations until after Closing, Buyer will have all the rights and remedies available at law or in equity. If Seller fails to perform any of its obligations under this contract that survive Closing, Buyer will have all rights and remedies available at law or in equity unless otherwise provided by the Closing Documents.

E.4. Buyer's Default; Remedies. If Buyer fails to perform any of its obligations under this contract ("Buyer's Default"), Seller may terminate this contract by giving notice to Buyer on or before Closing. The foregoing constitutes Seller's sole and exclusive remedies for a default by Buyer.

E.5. Attorney's Fees. If either party retains an attorney to enforce this contract, its exhibits, or any Closing Documents delivered at Closing, the party prevailing in litigation is entitled to recover reasonable attorney's fees, court costs, and other expenses.

F. Miscellaneous Provisions

F.1. Notices. All notices provided for herein shall be in writing and shall be personally delivered or mailed by registered or certified United States mail, postage prepaid, return receipt requested, to the parties at the addresses given below or at such other address that may be specified by written notice in accordance with this paragraph:

If to Grantor: Trails End Homeowners Association, Inc.
PO Box 1191
Cedar Park, Texas 78630
Williamson County

If to Grantee: City of Round Rock, a Texas home rule city
221 E. Main St.
Round Rock, TX 78664
Williamson County

With copy to: Brushy Creek Regional Utility Authority
1906 Hur Industrial Blvd
Cedar Park, TX 78613

F.2. Retained Improvements. Grantor is retaining title to the following improvements ("Retained Improvements") located within the Temporary Construction Easement, to wit: Pavilion

Grantor covenants and agrees to remove the Retained Improvements from the Temporary Construction Easement by May 1, 2022, subject to such extensions of time as may be granted by Grantee in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to such Retained Improvements not removed shall permanently and automatically pass to and vest to Grantee, its successors, and assigns.

F.3. Temporary Construction Easement Requirements. Grantee agrees to require itself and all of its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors, and assigns to comply with the following terms during the Temporary Construction Easement:

1. Ensure that Trails End Homeowners Association members will at all times have access to its remainder property.
2. Relocate, at its expense, the existing gate and entry system, which will be temporarily relocated approximately 22-feet to the east within the Temporary Construction Easement area.
3. Following the conclusion of the Project, the gate that is relocated shall be replaced and put back in its original location and configuration. The fence will be relocated along the existing ROW/Property Line.
4. During both periods of relocation and replacement of the fence, the remainder property shall be secured.
5. Utilize temporary construction fencing to connect the gate at the temporary construction fencing around the construction worksite and along the Right of Way.
6. Construction work shall only be done Monday – Friday 7:00 AM to 6:00 PM and Saturdays 8:00 AM to 5:00 PM. However, no construction work will be conducted on Saturdays between Memorial Day and Labor Day. Additionally, no construction work shall take place on the following extended holiday weekends and holidays: Memorial Day, Independence Day and Labor Day. The contractor may make a request to work outside of these periods for the purpose of conducting testing on the water main and activities related to final connection to the existing water pipelines, provided 2-week notice is given to the Trails End Homeowners Association of the need to extend construction hours.
7. Green mesh netting will be placed around the chain link fence for the construction fencing.
8. At least once a day, prior to the end of the workday, the portion of Trails End Road work zone shall be swept using a vacuum assisted street sweeper with water misting capabilities to control dust from the construction activities.
9. Upon expiration of the Temporary Construction Easement, except for the Pavilion which is being retained and removed by the Grantor, Grantee shall remove all rubbish, spoils, equipment, and debris from the Temporary Easement Property, and at Grantee's sole cost and expense shall remove all fencing and restore the Temporary Easement Property to as closely as commercially possible and substantially the same condition it was in immediately prior to Grantee's use.

F.4. Potential Extension of 24 (twenty-four) month Temporary Construction Easement. In the event Grantee needs to extend the Temporary Construction Easement, Grantor and Grantee agree to extend the Temporary Construction Easement in 30 (thirty) day increments for consideration in the amount \$2,000 (Two thousand and 00/100 dollars) for each 30 (thirty) day period.

F.5. 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.6. Amendment. This contract may be amended only by a signed, written agreement.

F.7. Assignment. Buyer may assign this contract and Buyer's rights under it.

F.8. Conflicts. If there is any conflict between the Closing documents and this contract, the Closing documents will control. The representations made by the parties as of Closing survive Closing.

F.9. Choice of Law; Venue. This contract, its exhibits, and any Closing documents delivered at Closing are to be construed under the laws of the State of Texas. Venue for any action arising out of this contract, its exhibits, and any Closing Documents shall be in the District Court in the County of Travis, Texas.

F.10. 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.11. Severability. In case any one or more of the provisions contained in this contract, its exhibits, or the Closing documents shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this contract, its exhibits, and the Closing documents shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

F.12. Ambiguities Not to Be Construed against Party Who Drafted Contract. The rule of construction that ambiguities in a document are construed against the party who drafted it does not apply in interpreting this contract.

F.13. 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.14. Binding Effect. This contract binds, benefits and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

SELLER: Trails End Homeowners Association, Inc.

DocuSigned by:
Van Keene
5376A8758BCE4A9...

By: Van Keene _____

Title: _____

9/30/2021 _____

Date: _____

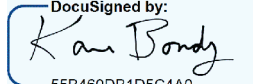
BUYER: City of Round Rock, a Texas home rule city

By: _____

Title: _____

Date: _____

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

DocuSigned by:

55B460DB1D5C4A0...
By: Karen Bondy, General Manager

9/30/2021
Date:

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

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT "A"

SUBSURFACE RAW WATER LINE AND RISER FACILITY EASEMENT

BCRUA Phase II Transmission

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

DATE: _____, 2021

GRANTOR: Trails End Homeowners Association, Inc.

GRANTOR'S MAILING ADDRESS: PO Box 1191
Cedar Park, Texas 78630
Williamson County

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

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

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 1.485 acres, more or less, out of the Francis Harris Survey, Abstract 364, Travis County, Texas, more particularly described by metes and bounds and sketch in Exhibit "A", attached hereto and incorporated herein for all purposes (the "Easement Property"); and

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 for the purposes of boring, constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, renewing, removing, inspecting, cleaning, changing, modifying, or repairing subsurface raw water transmission facilities, including but not limited to bored tunnels, liners, pipelines, and any other necessary or desirable appurtenances thereto; provided, however, that Grantee's rights in the Easement Property shall be limited solely to that part of the subsurface lying at or below 580' msl, other than as follows:

Grantee shall have the right to establish, construct, place, operate, maintain, patrol, inspect, reconstruct, replace, rebuild, upgrade, remove, modify or abandon one shaft and pipelines riser facility and connection tunnel and related appurtenances at approximately Sta. 27+00 of the Grantee's proposed raw water line project, in the location and in substantial compliance with the design, plans, notes and specifications as shown on Exhibit "B" attached hereto and incorporated herein.

In no event shall Grantee have the right to use the surface of the Easement Property for drilling, boring, excavation, or any other use without the prior consent of Grantor, except that Grantee shall be permitted to do preliminary geotechnical sampling and testing, including soil and surface testing and boring, only prior to construction of the proposed underground transmission facilities. 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 surface of the Easement Property for any and all purposes which do not endanger or unreasonably interfere with the rights of Grantee, including without limitation the right to place buildings or other permanent structures on the surface of the Permanent Easement. Construction or installation of subsurface well facilities of any kind within the Easement Property is specifically prohibited.

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 from 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 originated outside of the Easement Property, or other means which do not unreasonably interfere with or disturb the rights granted to Grantee herein.

EXCLUSIVITY:

Grantee's easement rights within the subsurface of the Easement Property (at or below 580' msl for the Easement Property) shall be exclusive.

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.

WARRANTY:

Subject to existing matters of record affecting the Easement Property, Grantor warrants and shall forever defend this 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:

TRAILS END HOMEOWNERS ASSOCIATION,
INC.

By: _____

Printed Name: _____

Its: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS §

§

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this _____ day of _____, 2021,
by _____, its _____ for the Trails End
Homeowners Association, Inc., on behalf of said corporation.

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

TRAILS END HOMEOWNERS ASSOCIATION, INC.



**50' WIDE (1.485 ACRE)
WATERLINE EASEMENT
LOCATED IN THE FRANCIS HARRIS SURVEY, ABSTRACT 364,
IN TRAVIS COUNTY, TEXAS**

FIELD NOTES FOR A 50' WIDE (1.485 ACRE) STRIP OF LAND LOCATED IN THE FRANCIS HARRIS SURVEY, ABSTRACT 364, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 1.2615 ACRE TRACT DESCRIBED IN TRACT ONE, IN A DEED TO THE TRAILS END HOMEOWNERS ASSOCIATION, INC., OF RECORD IN TRAVIS COUNTY CLERK'S DOCUMENT (T.C.C.D.) 2013217070 AND A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO THE TRAILS END HOMEOWNERS ASSOCIATION, INC., BY DEED RECORDED IN TRAVIS COUNTY CLERK'S DOCUMENT 2000016270, BOTH IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.). SAID 1.485 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 POINT IN THE NORTH LINE OF SAID 1.2615 ACRE TRACT, AT THE NORTHWEST CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH A 1/2" IRON ROD FOUND MARKING THE NORTHWEST CORNER OF SAID 1.2615 ACRE TRACT AND THE SOUTHEAST CORNER OF LOT 30, OF THE RESUBDIVISION OF LOTS 13 AND 14 OF TRAILS END LAKE TRAVIS SUBDIVISION, OF RECORD IN VOLUME 9, PAGE 150 IN THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS BEARS N 58°15'58" W – 10.49';

THENCE S 58°15'58" E – 54.86' WITH THE NORTH LINE OF SAID 1.2615 ACRE TRACT, ALONG THE SOUTH LINE OF TRAILS END ROAD, TO A POINT AT THE NORTHEAST CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH A 1/2" IRON ROD WITH CAP STAMPED "WLSA" FOUND MARKING THE SOUTHWEST CORNER OF A CALLED 1.61 ACRE TRACT OF LAND DESCRIBED IN A DEED TO ANNE COYLE, TRUSTEE FOR 9907 TRAILS END TRUST, OF RECORD IN T.C.C.D. 2017097152 OF SAID O.P.R.T.C.T. BEARS N 75°52'13" E – 84.83';

THENCE S 07°26'35" W – 165.18' THROUGH THE INTERIOR OF SAID 1.2615 ACRE TRACT TO A POINT AT THE BEGINNING OF A CURVE TO THE LEFT;

THENCE PARTWAY THROUGH THE INTERIOR OF SAID 1.2615 ACRE TRACT AND PARTWAY THROUGH THE INTERIOR OF SAID TRAILS END HOMEOWNERS ASSOCIATION, INC. TRACT, DESCRIBED IN T.C.C.D. 2000016270, OF SAID O.P.R.T.C.T., THE FOLLOWING TWO CALLS:

1. WITH SAID CURVE TO THE LEFT, **AN ARC LENGTH OF 905.90'**, HAVING A RADIUS OF 975.00', A DELTA OF 53°14'06" AND A CHORD WHICH BEARS S 19°10'28" E – 873.66' TO A POINT AT THE END OF SAID CURVE,
2. **S 45°47'31" E – 179.76'** TO A POINT AT THE MOST EASTERLY CORNER OF THE HEREIN DESCRIBED EASEMENT, IN THE COMMON LINE BETWEEN A CALLED 20.80 ACRE TRACT DESCRIBED IN A DEED TO THE LOWER COLORADO RIVER AUTHORITY (L.C.R.A.) OF RECORD IN VOLUME 1110, PAGE 377 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS AND SAID TRAILS END HOMEOWNERS ASSOCIATION, INC. TRACT, DESCRIBED IN T.C.C.D. 2000016270, OF SAID O.P.R.T.C.T.;

THENCE S 25°25'52" W – 52.81' WITH SAID COMMON LINE, TO A POINT AT THE MOST SOUTHERLY CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH A 1/2" IRON ROD WITH CAP STAMPED "WALLACE" FOUND MARKING THE NORTHWEST CORNER OF A CALLED 1.685 ACRE TRACT DESCRIBED IN A DEED TO BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC, OF RECORD IN T.C.C.D. 2014062484 OF SAID O.P.R.T.C.T BEARS S 42°59'10" E – 1106.33';

THENCE PARTWAY THROUGH THE INTERIOR OF SAID TRAILS END HOMEOWNERS ASSOCIATION, INC. TRACT, DESCRIBED IN T.C.C.D. 2000016270, OF SAID O.P.R.T.C.T. AND PARTWAY THROUGH THE INTERIOR OF SAID 1.2615 ACRE TRACT, THE FOLLOWING TWO CALLS:

- 1) **N 45°47'31" W – 196.76'** TO A POINT AT THE BEGINNING OF A CURVE TO THE RIGHT,
- 2) **AN ARC LENGTH OF 952.35'**, WITH A CURVE TO RIGHT, HAVING A RADIUS OF 1025.00', A CENTRAL ANGLE OF 53°14'06" AND A CHORD WHICH BEARS N 19°10'28" W – 918.46', TO A POINT AT THE END OF SAID CURVE;

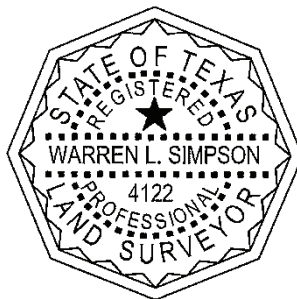
THENCE N 07°26'35" E – 187.74', THROUGH THE INTERIOR OF SAID 1.2615 ACRE TRACT, RETURNING TO THE POINT OF BEGINNING AND CONTAINING 1.485 ACRES OF LAND.

THIS DESCRIPTION IS BASED ON THE ATTACHED SURVEY AND 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.

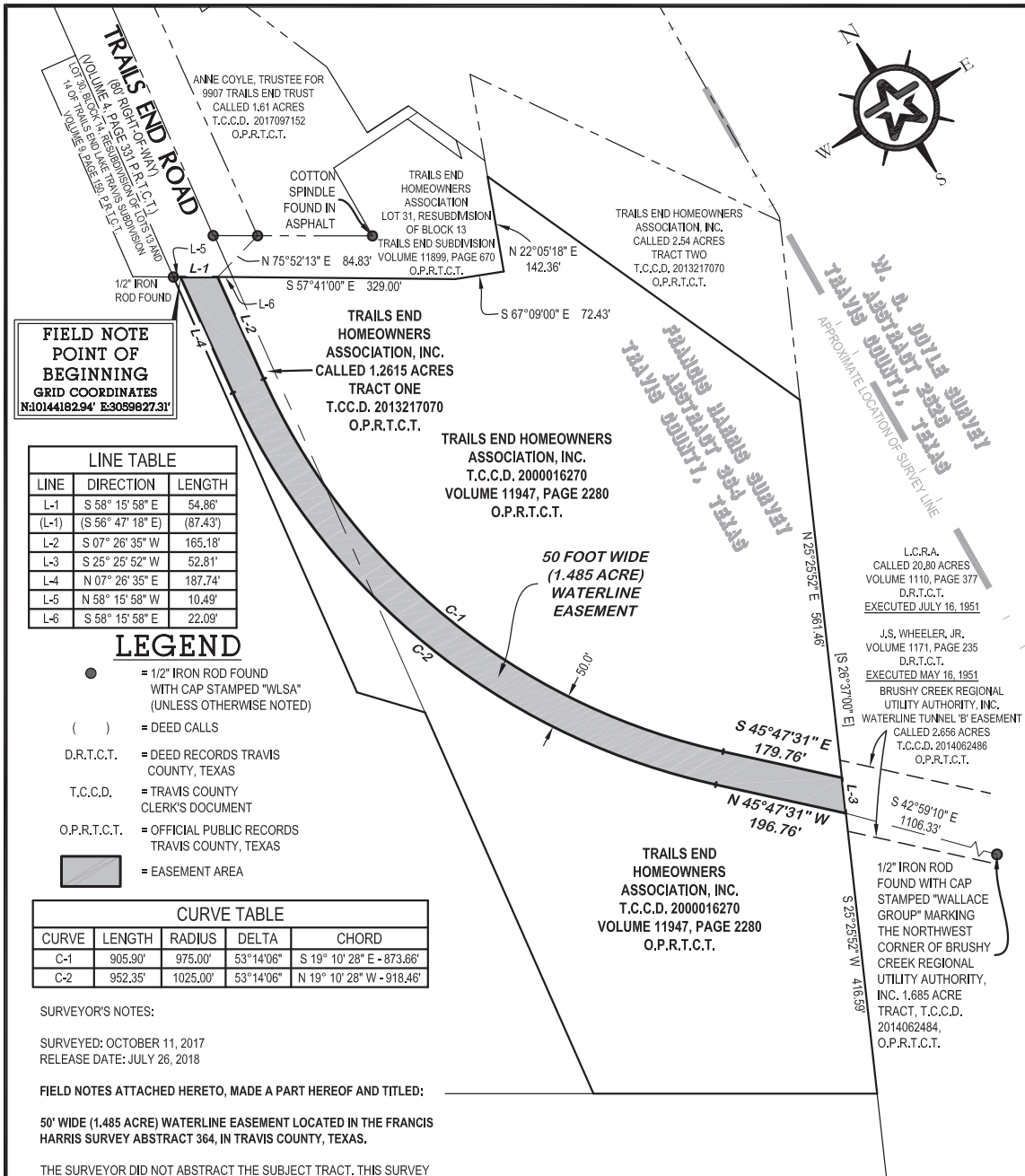
SURVEYED: OCTOBER 11, 2017
RELEASED: JULY 26, 2018


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



PROJ NO. 3-00619
PLAT NO. A1-1492
FIELD NOTE NO. 062
MAP CHECKED: 07/23/2018-JBM

TRAILS END HOMEOWNERS ASSOCIATION, INC.



**FIELD NOTE
 POINT OF
 BEGINNING
 GRID COORDINATES**
 N31014418294' E3059827.31'

LINE TABLE		
LINE	DIRECTION	LENGTH
L-1	S 58° 15' 58" E	54.86'
(L-1)	(S 56° 47' 18" E)	(87.43')
L-2	S 07° 26' 35" W	165.18'
L-3	S 25° 25' 52" W	52.81'
L-4	N 07° 26' 35" E	187.74'
L-5	N 58° 15' 58" W	10.49'
L-6	S 58° 15' 58" E	22.09'

- LEGEND**
- = 1/2" IRON ROD FOUND WITH CAP STAMPED "WLSA" (UNLESS OTHERWISE NOTED)
 - () = 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
 - ▨ = EASEMENT AREA

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C-1	905.90'	975.00'	53°14'06"	S 19° 10' 28" E - 873.66'
C-2	952.35'	1025.00'	53°14'06"	N 19° 10' 28" W - 918.46'

SURVEYOR'S NOTES:

SURVEYED: OCTOBER 11, 2017
 RELEASE DATE: JULY 26, 2018

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

50' WIDE (1,485 ACRE) WATERLINE EASEMENT LOCATED IN THE FRANCIS HARRIS SURVEY ABSTRACT 364, IN 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.

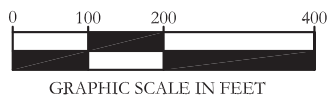
THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS. DISTANCES SHOWN HEREON ARE SURFACE VALUES.

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



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EXHIBIT
 OF A 50' WIDE (1,485 ACRE) WATERLINE EASEMENT LOCATED IN THE FRANCIS HARRIS SURVEY, ABSTRACT 364, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 12615 ACRE TRACT DESCRIBED IN A TRACT ONE, IN A DEED TO THE TRAILS END HOMEOWNERS ASSOCIATION, INC., OF RECORD IN TRAVIS COUNTY CLERK'S DOCUMENT 2013217070 AND A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO THE TRAILS END HOMEOWNERS ASSOCIATION, INC. BY DEED RECORDED IN TRAVIS COUNTY CLERK'S DOCUMENT 2000016270, BOTH IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

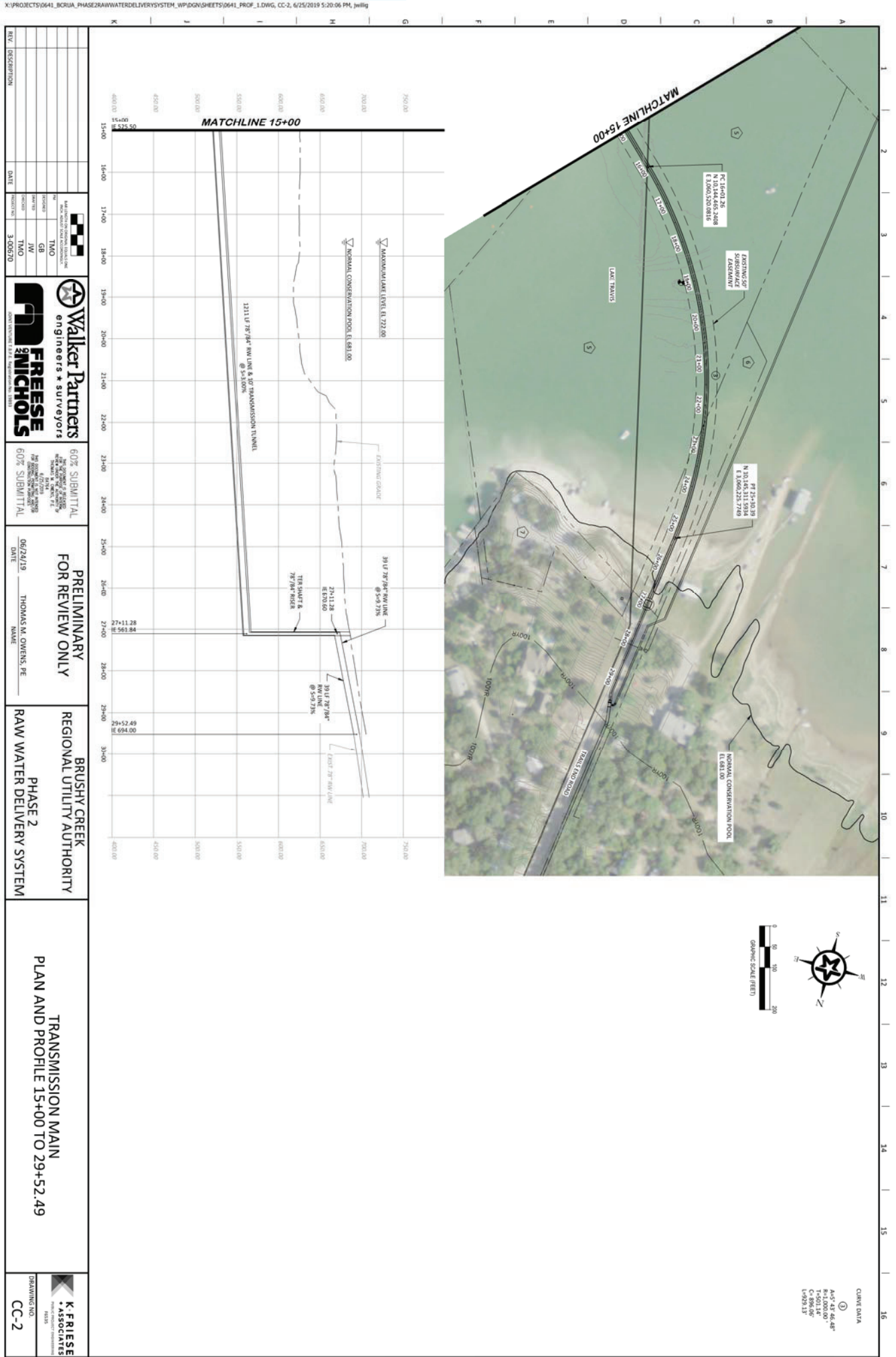


Walker Partners
 engineers ★ surveyors
 804 Las Cimas Pkwy., Suite 150 • Austin, Texas 78746
 Phone: 1-512-382-0021 • T.B.P.E. Registration No. 8053
 T.B.P.L.S. Registration No. 10194317

PLAT NO. A1-1492 PROJ. NO. 3-00619 DRAFTED 07/20/18
 TAB NA F/N NO. 062 FB/PG 3-4/29 DRAWN BY JBW
 DWG. NAME TRAILS END HOMEOWNERS ASSOC DWG MAP CHK'D 07/20/18

G:\PROJECTS\3-00619\3 PHASE 2 LAND RIGHTS\1 SURVEY\1.0 CAD\3-00619ESMT-PARCEL 062 & 067 - TRAIL END HOMEOWNERS ASSOC.DWG, 8.5X14-NO CERT, 7/26/2018 8:19:40 AM, mpowell, 1:1

Exhibit R



CURVE DATA
 ①
 A=5°47'46.48"
 R=1,000.00'
 L=92.98'
 C=88.66'
 L=92.98'



<table border="1"> <tr> <th>REV</th> <th>DESCRIPTION</th> <th>DATE</th> <th>BY</th> <th>CHECKED</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	REV	DESCRIPTION	DATE	BY	CHECKED						<p>Walker Partners engineers * surveyors</p>	<p>Freese & Nichols 60% SUBMITTAL</p>	<p>PRELIMINARY FOR REVIEW ONLY</p> <p>DATE: 06/24/19 NAME: THOMAS M. OWENS, PE</p>	<p>BRUSHY CREEK REGIONAL UTILITY AUTHORITY</p> <p>PHASE 2 RAW WATER DELIVERY SYSTEM</p>	<p>TRANSMISSION MAIN PLAN AND PROFILE 15+00 TO 29+52.49</p>	<p>K. Friese & Associates DRAWING NO. CC-2</p>
REV	DESCRIPTION	DATE	BY	CHECKED												

EXHIBIT "C"

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

BCRUA Phase II Intake
Tunnel

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this "Agreement") is entered into this _____ day of _____ 2021, by **TRAILS END HOMEOWNERS ASSOCIATION, INC.**, whose legal address is PO Box 1191, Cedar Park, Texas 78630, Williamson County (the "Grantor"), and the **CITY OF ROUND ROCK**, a Texas home rule city, whose address is 221 E. Main St., Round Rock, Texas 78664, Williamson County ("City" or "Grantee") (collectively, the "Parties").

In consideration of the sum of Ten dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the further consideration of the covenants and agreements set forth below, Grantor hereby sells, conveys, transfers, grants and delivers to the Grantee, its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors, and assigns, an exclusive Temporary Construction Easement (the "Temporary Construction Easement") in and across the real property described in Exhibit "A," a copy of which is attached hereto and incorporated herein by the reference (the "Temporary Easement Property"), to facilitate Grantee's construction of portions of its Phase 2 Raw Water Delivery System (the "Project").

This Temporary Construction Easement is granted for Grantee's use to do all things reasonably necessary to construct and install the Project including:

1. Excavating, securing, constructing, operating, upgrading, and maintaining of the Temporary Construction Easement area.
2. Grantee shall be allowed to store materials and equipment, cut or trim trees and shrubbery, remove obstructions, and perform temporary grading as necessary to facilitate construction of the Project.

It is agreed by the Parties that at all times during the Temporary Construction Easement, the limits of the Temporary Easement Property will be fenced by Grantee with six (6) foot chain link fence or better, and silt fencing will be placed and maintained at all times around the perimeter areas. Additionally, all gates providing access to the Temporary Easement Property shall be locked when not in use by Grantee.

Furthermore, for any work that is conducted under the Temporary Construction Easement, Grantee agrees to require its contractors conducting the field work to comply with all provisions included in the Purchase Agreement attached hereto and incorporated herein as Exhibit "B."

The duration of this Temporary Construction Easement will not exceed 24 (twenty-four) months, unless extended according to the agreed terms contained in the Purchase Agreement (Exhibit "B"). Grantor and Grantee further agree to the following: 1) the 24 (twenty-four) month duration of this Temporary Construction Easement will not begin until Grantee's contractors first enter the Temporary Easement Property, 2) Grantee's contractors will not enter the Temporary Easement Property and begin the 24 (twenty-four) month Temporary Construction Easement until July 1, 2022 at the earliest, 3) this Temporary Construction Easement will expire at the earlier of Project completion or June 30, 2027 at the latest, unless extended according to the agreed terms contained in the Purchase Agreement.

Upon termination of this Temporary Construction Easement, all covenants in this instrument are released (other than Grantee's restoration obligations as set forth in the Purchase Agreement, Grantee's indemnification obligations as set forth in this easement, and the cost recovery provision as set forth in the Purchase Agreement, all of which shall survive the expiration or termination of this easement), and the Temporary Easement Property shall be considered free and clear of any restriction or any right or privilege attaching to the grant of the Temporary Construction Easement set forth in this easement. Upon request by either party, the other party shall execute any documents reasonably requested by either party to confirm the termination of this easement.

This Temporary Construction Easement shall allow the Grantee and its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors, and assigns to use the Temporary Easement Property during construction of the Project.

To the extent allowed by law, Grantee shall indemnify and hold the Grantor harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the Grantee and its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors, and assigns in carrying out the purposes of this Temporary Construction Easement, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of Grantor or its employees, contractors, or agents.

Grantor covenants and agrees that it is the fee owner of the Temporary Easement Property and that it has authority to grant this Temporary Construction Easement to the Grantee.

Grantor warrants and agrees that no building, structure, or other above or below ground obstruction that may interfere with the purposes for which this Temporary Construction Easement is granted may be placed, erected, installed, or permitted upon the Temporary Easement Property until this Temporary Construction Easement is terminated. Grantor further agrees that in the event the terms of this Temporary Construction Easement are violated by Grantor, that such violation(s) shall immediately be corrected by Grantor at Grantor's sole expense upon receipt of written notice from Grantee.

The benefits and burdens of the Temporary Construction Easement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

This Temporary Construction Easement shall be recorded by Grantee but shall nevertheless become effective upon the date of final execution by all parties and delivery of same to Grantee.

Subject to existing matters of record affecting the Temporary Easement Property, Grantor warrants and shall forever defend this Temporary Construction Easement to Grantee against anyone lawfully claiming or to claim the Temporary Easement Property 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.

DRAFT

GRANTOR:

TRAILS ENDDHOMEOWNERS ASSOCIATION, INC.

By: _____

Printed Name: Van Keene

Its: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____ 2021, by Van Keene, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas

AGREED AND ACCEPTED:

CITY OF ROUND ROCK, TEXAS

By: _____

Printed Name: _____

Its: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2021, by _____, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas

AGREED AND ACKNOWLEDGED:

BRUSHY CREEK REGIONAL UTILITY AUTHORITY

By: _____

Printed Name: _____

Its: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2021, by _____, in the capacity and for the purposes and consideration recited herein.

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

TRAILS END HOMEOWNERS ASSOCIATION, INC.



0.316 ACRE
TEMPORARY CONSTRUCTION EASEMENT
LOCATED IN THE FRANCIS HARRIS SURVEY, ABSTRACT 364,
IN TRAVIS COUNTY, TEXAS

FIELD NOTES FOR A 0.316 ACRE STRIP OF LAND LOCATED IN THE FRANCIS HARRIS SURVEY, ABSTRACT 364, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 1.2615 ACRE TRACT DESCRIBED IN TRACT ONE, IN A DEED TO THE TRAILS END HOMEOWNERS ASSOCIATION, INC., RECORDED UNDER TRAVIS COUNTY CLERK'S DOCUMENT (T.C.C.D.) 2013217070, IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN A DEED TO THE TRAILS END HOMEOWNERS ASSOCIATION, INC., RECORDED UNDER TRAVIS COUNTY CLERK'S DOCUMENT 2000016270, IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND A PORTION OF LOT 31, OF THE RESUBDIVISION OF LOTS 13 AND 14, TRAILS END LAKE TRAVIS SUBDIVISION, RECORDED IN VOLUME 9, PAGE 150, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, DESCRIBED IN A DEED TO THE TRAILS END HOMEOWNERS ASSOCIATION, INC., RECORDED IN VOLUME 11899, PAGE 670 IN THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS (R.P.R.T.C.T.). SAID 0.316 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 FOUND MARKING THE SOUTHEAST CORNER OF LOT 30, OF SAID RESUBDIVISION OF LOTS 13 AND 14, TRAILS END LAKE TRAVIS SUBDIVISION, BEING THE SOUTHWEST CORNER OF TRAILS END ROAD (80' WIDE R.O.W.) AND BEING THE NORTHWEST CORNER OF SAID 1.2615 ACRE TRACT AND THE MOST WESTERLY NORTHWEST CORNER OF HEREIN DESCRIBED EASEMENT, FROM WHICH A 1/2" IRON ROD FOUND MARKING THE NORTHEAST CORNER OF SAID LOT 30 BEARS N 07°56'21" E – 357.83';

THENCE S 58°15'58" E – 87.43' WITH THE NORTH LINE OF SAID 1.2615 ACRE TRACT, ALONG THE SOUTH RIGHT-OF-WAY LINE OF TRAILS END ROAD, TO A POINT AT THE NORTHEAST CORNER OF SAID 1.2615 ACRE TRACT, THE SOUTHWEST CORNER OF LOT 31 OF SAID RESUBDIVISION OF LOTS 13 AND 14 OF TRAILS END LAKE TRAVIS SUBDIVISION AND THE NORTHWEST CORNER OF SAID TRAILS END HOMEOWNERS ASSOCIATION, INC. TRACT RECORDED UNDER T.C.C.D. 2000016270, OF SAID O.P.R.T.C.T., BEING AN INTERIOR ELL CORNER OF THE HEREIN DESCRIBED EASEMENT;

THENCE N 06°36'41" E – 67.47' WITH THE EAST RIGHT-OF-WAY LINE OF TRAILS END ROAD, ALONG THE WEST LINE OF SAID LOT 31, TO A 1/2" IRON ROD WITH CAP STAMPED "WLSA" FOUND AT THE NORTHWEST CORNER OF SAID LOT 31 AND THE MOST NORTHERLY NORTHWEST CORNER OF THE HEREIN DESCRIBED EASEMENT, BEING THE SOUTHWEST CORNER OF LOT 9, OF SAID RESUBDIVISION OF LOTS 13 AND 14 OF TRAILS END SUBDIVISION, DESCRIBED IN A DEED TO CHRISTOPHER HASKINS AND KIMBERLY HASKINS RECORDED UNDER T.C.C.D. 2014093783 OF SAID O.P.R.T.C.T. ;

THENCE S 58°07'45" E – 29.44' PARTWAY WITH THE COMMON LINE BETWEEN SAID LOT 31 AND SAID LOT 9 AND PARTWAY ALONG THE COMMON LINE BETWEEN SAID LOT 31 AND A CALLED 1.61 ACRE TRACT DESCRIBED IN A DEED TO ANN COYLE, TRUSTEE FOR 9907 TRAILS END TRUST RECORDED UNDER T.C.C.D. 2017097152 OF SAID O.P.R.T.C.T., TO A POINT AT THE MOST NORTHERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH A COTTON SPINDLE FOUND IN ASPHALT MARKING AN ELL CORNER OF SAID LOT 31 AND SAID 1.61 ACRE TRACT BEARS S 58°07'45" E – 205.89';

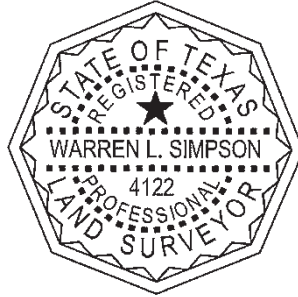
THENCE S 06°56'30" W – 155.51' THROUGH THE INTERIOR OF SAID LOT 31 AND PARTWAY THROUGH THE INTERIOR OF SAID TRAILS END HOMEOWNERS ASSOCIATION, INC. TRACT DESCRIBED IN T.C.C.D. 2000016270, OF SAID O.P.R.T.C.T., TO A POINT AT THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED EASEMENT;

THENCE N 82°00'01" W – 108.06' THROUGH THE INTERIOR OF SAID TRAILS END HOMEOWNERS ASSOCIATION, INC. TRACT DESCRIBED IN T.C.C.D. 2000016270, OF SAID O.P.R.T.C.T. AND PARTWAY THROUGH THE INTERIOR OF SAID 1.2615 ACRE TRACT, TO A POINT IN THE WEST LINE OF SAID 1.2615 ACRE TRACT, AT THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED EASEMENT;

THENCE N 07°56'21" E – 135.13', WITH THE WEST LINE OF SAID 1.2615 ACRE TRACT, RETURNING TO THE **POINT OF BEGINNING** AND CONTAINING 0.316 ACRES OF LAND. SURVEYED BY WARREN L. SIMPSON, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 4122 ON SEPTEMBER 18, 2020. BEARINGS CITED WITHIN THIS DESCRIPTION ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS. THE DISTANCES SHOWN HEREIN ARE SURFACE VALUES.

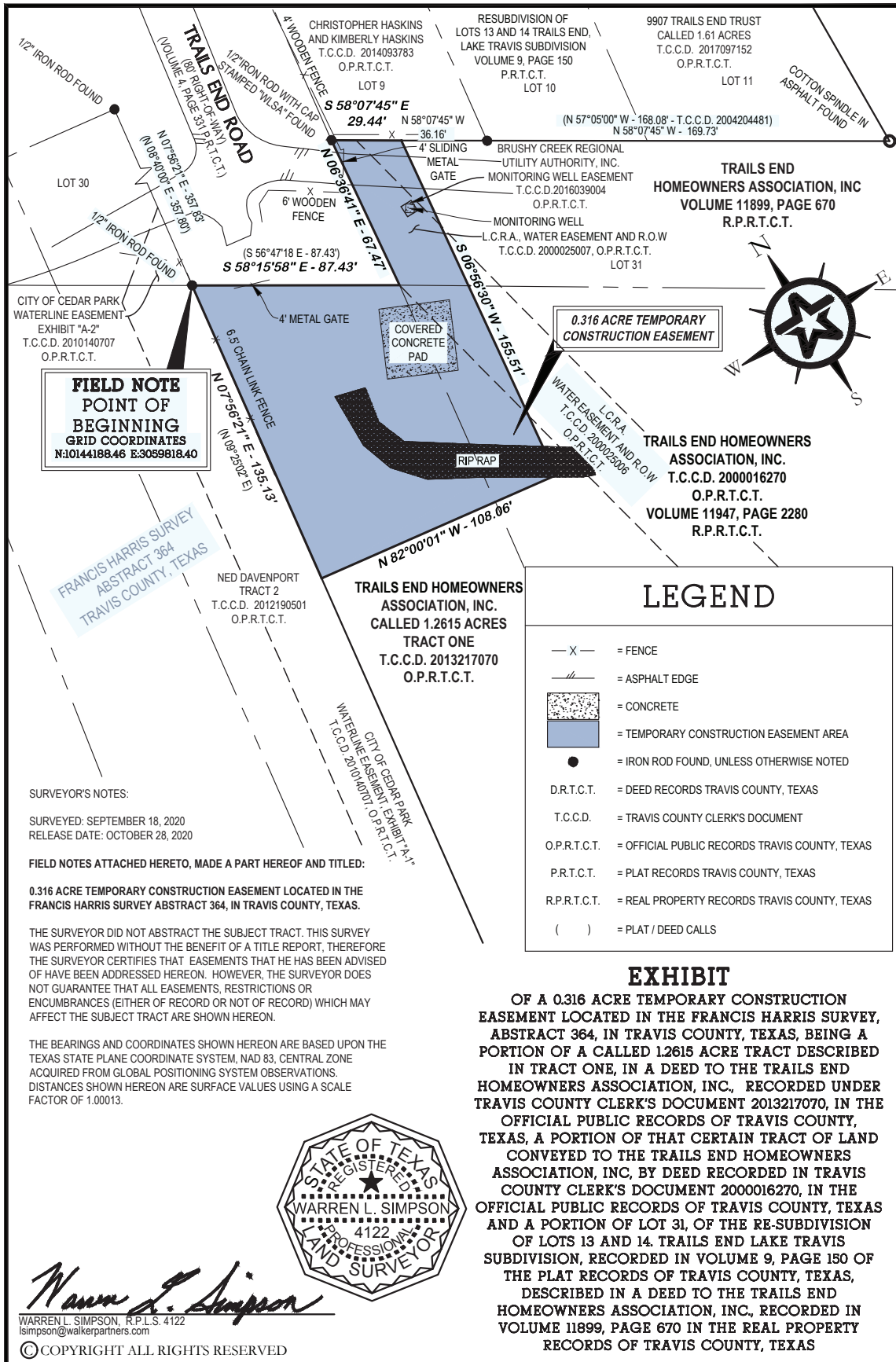
RELEASED: OCTOBER 28, 2020


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



PROJ NO. 3-00619
PLAT NO. A3-1598
FIELD NOTE NO. 062-TCE
MAP CHECKED: 10/07/2020-WCH

TRAILS END HOMEOWNERS ASSOCIATION, INC.



**FIELD NOTE
POINT OF
BEGINNING
GRID COORDINATES**
N:10144188.46 E:3059818.40

**0.316 ACRE TEMPORARY
CONSTRUCTION EASEMENT**

**TRAILS END
HOMEOWNERS ASSOCIATION, INC**
VOLUME 11899, PAGE 670
R.P.R.T.C.T.

**TRAILS END HOMEOWNERS
ASSOCIATION, INC.**
T.C.C.D. 2000016270
O.P.R.T.C.T.
VOLUME 11947, PAGE 2280
R.P.R.T.C.T.

**TRAILS END HOMEOWNERS
ASSOCIATION, INC.**
CALLED 1.2615 ACRES
TRACT ONE
T.C.C.D. 2013217070
O.P.R.T.C.T.

LEGEND

- X — = FENCE
- / — = ASPHALT EDGE
- [Pattern] = CONCRETE
- [Blue Area] = TEMPORARY CONSTRUCTION EASEMENT AREA
- = IRON ROD FOUND, UNLESS OTHERWISE NOTED
- 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
- P.R.T.C.T. = PLAT RECORDS TRAVIS COUNTY, TEXAS
- R.P.R.T.C.T. = REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
- () = PLAT / DEED CALLS

SURVEYOR'S NOTES:

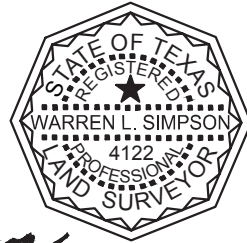
SURVEYED: SEPTEMBER 18, 2020
RELEASE DATE: OCTOBER 28, 2020

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

0.316 ACRE TEMPORARY CONSTRUCTION EASEMENT LOCATED IN THE FRANCIS HARRIS SURVEY ABSTRACT 364, IN 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.

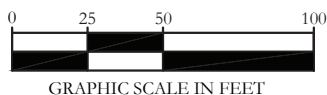
THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS. DISTANCES SHOWN HEREON ARE SURFACE VALUES USING A SCALE FACTOR OF 1.00013.



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

© COPYRIGHT ALL RIGHTS RESERVED

EXHIBIT
OF A 0.316 ACRE TEMPORARY CONSTRUCTION EASEMENT LOCATED IN THE FRANCIS HARRIS SURVEY, ABSTRACT 364, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 1.2615 ACRE TRACT DESCRIBED IN TRACT ONE, IN A DEED TO THE TRAILS END HOMEOWNERS ASSOCIATION, INC., RECORDED UNDER TRAVIS COUNTY CLERK'S DOCUMENT 2013217070, IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO THE TRAILS END HOMEOWNERS ASSOCIATION, INC. BY DEED RECORDED IN TRAVIS COUNTY CLERK'S DOCUMENT 2000016270, IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND A PORTION OF LOT 31, OF THE RE-SUBDIVISION OF LOTS 13 AND 14. TRAILS END LAKE TRAVIS SUBDIVISION, RECORDED IN VOLUME 9, PAGE 150 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, DESCRIBED IN A DEED TO THE TRAILS END HOMEOWNERS ASSOCIATION, INC., RECORDED IN VOLUME 11899, PAGE 670 IN THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS



Walker Partners
engineers ★ surveyors
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

PLAT NO. A3-1598 PROJ. NO. 3-00619 DRAFTED 09-21-2020
TAB NA F/N NO62-TCE#B/Pg 3-4/71 DRAWN BY WLS
DWG. NAME: 3-00619ESMT-TCE-PARCEL 067- MAP CHK'D 10-07-2020
TRAILS END.DWG

G:\PROJECTS\3-00619\3 PHASE 2 LAND RIGHTS\1 SURVEY\1.0 CAD\3-00619ESMT-TCE-PARCEL 067- TRAILS END.DWG, EXH, 10/28/2020 8:13:59 AM, wharmon, 1:1

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

BCRUA Phase II Intake
Tunnel

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this “Agreement”) is entered into this _____ day of _____ 2021, by **TRAILS END HOMEOWNERS ASSOCIATION, INC.**, whose legal address is PO Box 1191, Cedar Park, Texas 78630, Williamson County (the “Grantor”), and the **CITY OF ROUND ROCK**, a Texas home rule city, whose address is 221 E. Main St., Round Rock, Texas 78664, Williamson County (“City” or “Grantee”) (collectively, the “Parties”).

In consideration of the sum of Ten dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the further consideration of the covenants and agreements set forth below, Grantor hereby sells, conveys, transfers, grants and delivers to the Grantee, its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors, and assigns, an exclusive Temporary Construction Easement (the “Temporary Construction Easement”) in and across the real property described in Exhibit “A,” a copy of which is attached hereto and incorporated herein by the reference (the “Temporary Easement Property”), to facilitate Grantee’s construction of portions of its Phase 2 Raw Water Delivery System (the “Project”).

This Temporary Construction Easement is granted for Grantee’s use to do all things reasonably necessary to construct and install the Project including:

1. Excavating, securing, constructing, operating, upgrading, and maintaining of the Temporary Construction Easement area.
2. Grantee shall be allowed to store materials and equipment, cut or trim trees and shrubbery, remove obstructions, and perform temporary grading as necessary to facilitate construction of the Project.

It is agreed by the Parties that at all times during the Temporary Construction Easement, the limits of the Temporary Easement Property will be fenced by Grantee with six (6) foot chain link fence or better, and silt fencing will be placed and maintained at all times around the perimeter areas. Additionally, all gates providing access to the Temporary Easement Property shall be locked when not in use by Grantee.

Furthermore, for any work that is conducted under the Temporary Construction Easement, Grantee agrees to require its contractors conducting the field work to comply with all provisions included in the Purchase Agreement attached hereto and incorporated herein as Exhibit “B.”

The duration of this Temporary Construction Easement will not exceed 24 (twenty-four) months, unless extended according to the agreed terms contained in the Purchase Agreement (Exhibit "B"). Grantor and Grantee further agree to the following: 1) the 24 (twenty-four) month duration of this Temporary Construction Easement will not begin until Grantee's contractors first enter the Temporary Easement Property, 2) Grantee's contractors will not enter the Temporary Easement Property and begin the 24 (twenty-four) month Temporary Construction Easement until July 1, 2022 at the earliest, 3) this Temporary Construction Easement will expire at the earlier of Project completion or June 30, 2027 at the latest, unless extended according to the agreed terms contained in the Purchase Agreement.

Upon termination of this Temporary Construction Easement, all covenants in this instrument are released (other than Grantee's restoration obligations as set forth in the Purchase Agreement, Grantee's indemnification obligations as set forth in this easement, and the cost recovery provision as set forth in the Purchase Agreement, all of which shall survive the expiration or termination of this easement), and the Temporary Easement Property shall be considered free and clear of any restriction or any right or privilege attaching to the grant of the Temporary Construction Easement set forth in this easement. Upon request by either party, the other party shall execute any documents reasonably requested by either party to confirm the termination of this easement.

This Temporary Construction Easement shall allow the Grantee and its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors, and assigns to use the Temporary Easement Property during construction of the Project.

To the extent allowed by law, Grantee shall indemnify and hold the Grantor harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the Grantee and its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors, and assigns in carrying out the purposes of this Temporary Construction Easement, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of Grantor or its employees, contractors, or agents.

Grantor covenants and agrees that it is the fee owner of the Temporary Easement Property and that it has authority to grant this Temporary Construction Easement to the Grantee.

Grantor warrants and agrees that no building, structure, or other above or below ground obstruction that may interfere with the purposes for which this Temporary Construction Easement is granted may be placed, erected, installed, or permitted upon the Temporary Easement Property until this Temporary Construction Easement is terminated. Grantor further agrees that in the event the terms of this Temporary Construction Easement are violated by Grantor, that such violation(s) shall immediately be corrected by Grantor at Grantor's sole expense upon receipt of written notice from Grantee.

The benefits and burdens of the Temporary Construction Easement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

This Temporary Construction Easement shall be recorded by Grantee but shall nevertheless become effective upon the date of final execution by all parties and delivery of same to Grantee.

Subject to existing matters of record affecting the Temporary Easement Property, Grantor warrants and shall forever defend this Temporary Construction Easement to Grantee against anyone lawfully claiming or to claim the Temporary Easement Property 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:

TRAILS ENDDHOMEOWNERS ASSOCIATION, INC.

By: _____

Printed Name: Van Keene

Its: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____ 2021, by Van Keene, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas

AGREED AND ACCEPTED:

CITY OF ROUND ROCK, TEXAS

By: _____

Printed Name: _____

Its: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2021, by _____, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas

AGREED AND ACKNOWLEDGED:

BRUSHY CREEK REGIONAL UTILITY AUTHORITY

By: _____

Printed Name: _____

Its: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2021, by _____, in the capacity and for the purposes and consideration recited herein.

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

BCRUA 062, 063 & 067
TRAILS END HOMEOWNERS ASSOCIATION, INC.



**0.316 ACRE
TEMPORARY CONSTRUCTION EASEMENT
LOCATED IN THE FRANCIS HARRIS SURVEY, ABSTRACT 364,
IN TRAVIS COUNTY, TEXAS**

FIELD NOTES FOR A 0.316 ACRE STRIP OF LAND LOCATED IN THE FRANCIS HARRIS SURVEY, ABSTRACT 364, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 1.2615 ACRE TRACT DESCRIBED IN TRACT ONE, IN A DEED TO THE TRAILS END HOMEOWNERS ASSOCIATION, INC., RECORDED UNDER TRAVIS COUNTY CLERK'S DOCUMENT (T.C.C.D.) 2013217070, IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN A DEED TO THE TRAILS END HOMEOWNERS ASSOCIATION, INC., RECORDED UNDER TRAVIS COUNTY CLERK'S DOCUMENT 2000016270, IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND A PORTION OF LOT 31, OF THE RESUBDIVISION OF LOTS 13 AND 14, TRAILS END LAKE TRAVIS SUBDIVISION, RECORDED IN VOLUME 9, PAGE 150, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, DESCRIBED IN A DEED TO THE TRAILS END HOMEOWNERS ASSOCIATION, INC., RECORDED IN VOLUME 11899, PAGE 670 IN THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS (R.P.R.T.C.T.). SAID 0.316 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 FOUND MARKING THE SOUTHEAST CORNER OF LOT 30, OF SAID RESUBDIVISION OF LOTS 13 AND 14, TRAILS END LAKE TRAVIS SUBDIVISION, BEING THE SOUTHWEST CORNER OF TRAILS END ROAD (80' WIDE R.O.W.) AND BEING THE NORTHWEST CORNER OF SAID 1.2615 ACRE TRACT AND THE MOST WESTERLY NORTHWEST CORNER OF HEREIN DESCRIBED EASEMENT, FROM WHICH A 1/2" IRON ROD FOUND MARKING THE NORTHEAST CORNER OF SAID LOT 30 BEARS N 07°56'21" E – 357.83';

THENCE S 58°15'58" E – 87.43' WITH THE NORTH LINE OF SAID 1.2615 ACRE TRACT, ALONG THE SOUTH RIGHT-OF-WAY LINE OF TRAILS END ROAD, TO A POINT AT THE NORTHEAST CORNER OF SAID 1.2615 ACRE TRACT, THE SOUTHWEST CORNER OF LOT 31 OF SAID RESUBDIVISION OF LOTS 13 AND 14 OF TRAILS END LAKE TRAVIS SUBDIVISION AND THE NORTHWEST CORNER OF SAID TRAILS END HOMEOWNERS ASSOCIATION, INC. TRACT RECORDED UNDER T.C.C.D. 2000016270, OF SAID O.P.R.T.C.T., BEING AN INTERIOR ELL CORNER OF THE HEREIN DESCRIBED EASEMENT;

THENCE N 06°36'41" E – 67.47' WITH THE EAST RIGHT-OF-WAY LINE OF TRAILS END ROAD, ALONG THE WEST LINE OF SAID LOT 31, TO A 1/2" IRON ROD WITH CAP STAMPED "WLSA" FOUND AT THE NORTHWEST CORNER OF SAID LOT 31 AND THE MOST NORTHERLY NORTHWEST CORNER OF THE HEREIN DESCRIBED EASEMENT, BEING THE SOUTHWEST CORNER OF LOT 9, OF SAID RESUBDIVISION OF LOTS 13 AND 14 OF TRAILS END SUBDIVISION, DESCRIBED IN A DEED TO CHRISTOPHER HASKINS AND KIMBERLY HASKINS RECORDED UNDER T.C.C.D. 2014093783 OF SAID O.P.R.T.C.T. ;

THENCE S 58°07'45" E – 29.44' PARTWAY WITH THE COMMON LINE BETWEEN SAID LOT 31 AND SAID LOT 9 AND PARTWAY ALONG THE COMMON LINE BETWEEN SAID LOT 31 AND A CALLED 1.61 ACRE TRACT DESCRIBED IN A DEED TO ANN COYLE, TRUSTEE FOR 9907 TRAILS END TRUST RECORDED UNDER T.C.C.D. 2017097152 OF SAID O.P.R.T.C.T., TO A POINT AT THE MOST NORTHERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH A COTTON SPINDLE FOUND IN ASPHALT MARKING AN ELL CORNER OF SAID LOT 31 AND SAID 1.61 ACRE TRACT BEARS S 58°07'45" E – 205.89';

THENCE S 06°56'30" W – 155.51' THROUGH THE INTERIOR OF SAID LOT 31 AND PARTWAY THROUGH THE INTERIOR OF SAID TRAILS END HOMEOWNERS ASSOCIATION, INC. TRACT DESCRIBED IN T.C.C.D. 2000016270, OF SAID O.P.R.T.C.T., TO A POINT AT THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED EASEMENT;

THENCE N 82°00'01" W – 108.06' THROUGH THE INTERIOR OF SAID TRAILS END HOMEOWNERS ASSOCIATION, INC. TRACT DESCRIBED IN T.C.C.D. 2000016270, OF SAID O.P.R.T.C.T. AND PARTWAY THROUGH THE INTERIOR OF SAID 1.2615 ACRE TRACT, TO A POINT IN THE WEST LINE OF SAID 1.2615 ACRE TRACT, AT THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED EASEMENT;

THENCE N 07°56'21" E – 135.13', WITH THE WEST LINE OF SAID 1.2615 ACRE TRACT, RETURNING TO THE **POINT OF BEGINNING** AND CONTAINING 0.316 ACRES OF LAND. SURVEYED BY WARREN L. SIMPSON, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 4122 ON SEPTEMBER 18, 2020. BEARINGS CITED WITHIN THIS DESCRIPTION ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS. THE DISTANCES SHOWN HEREIN ARE SURFACE VALUES.

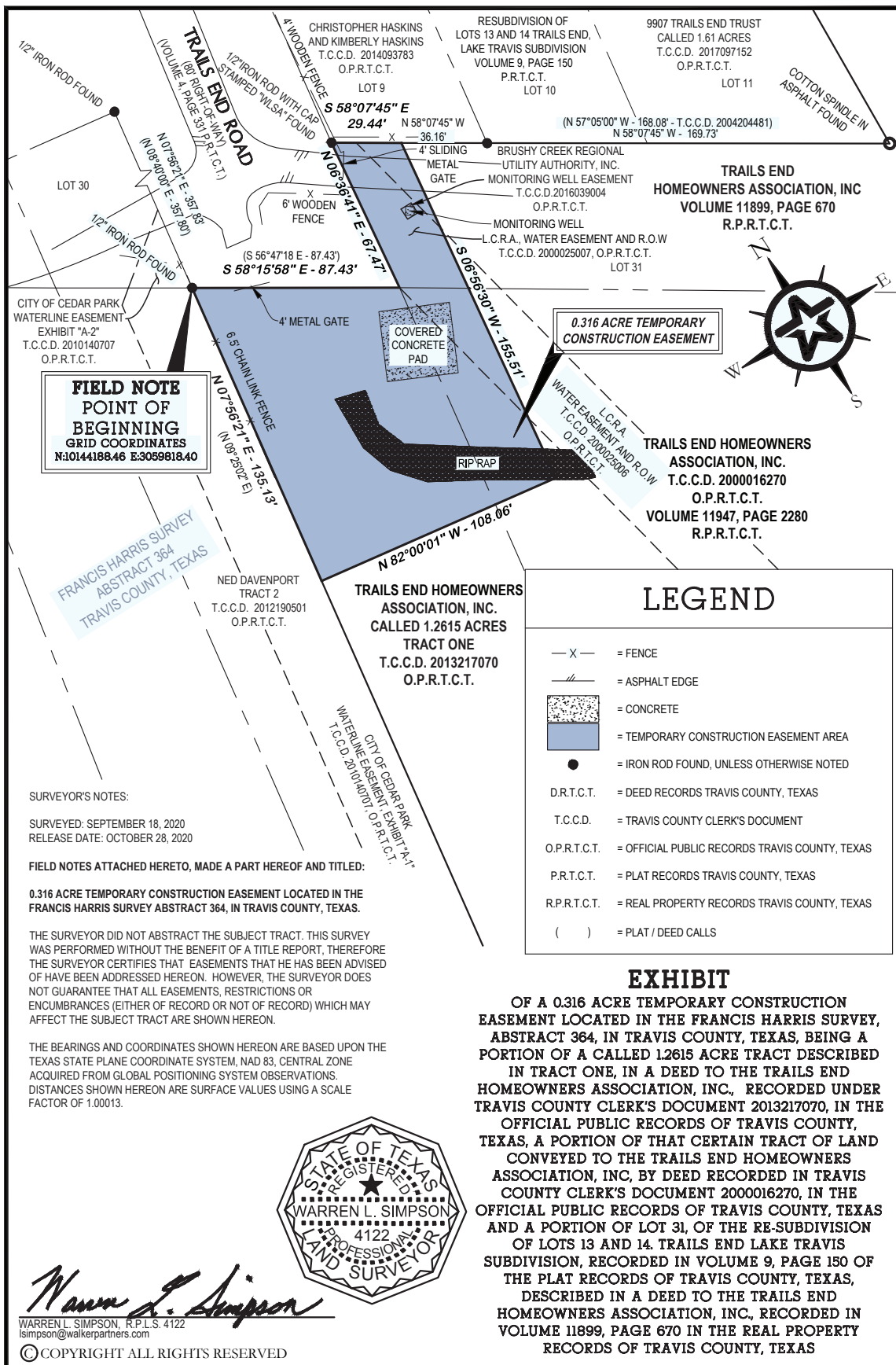
RELEASED: OCTOBER 28, 2020

Warren L. Simpson

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

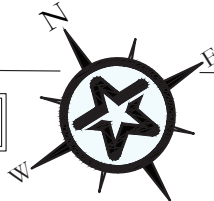


PROJ NO. 3-00619
PLAT NO. A3-1598
FIELD NOTE NO. 062-TCE
MAP CHECKED: 10/07/2020-WCH



**FIELD NOTE
POINT OF
BEGINNING
GRID COORDINATES**
N:10144188.46 E:3059818.40

**0.316 ACRE TEMPORARY
CONSTRUCTION EASEMENT**



LEGEND

- X — = FENCE
- / — = ASPHALT EDGE
- [Pattern] = CONCRETE
- [Blue Area] = TEMPORARY CONSTRUCTION EASEMENT AREA
- = IRON ROD FOUND, UNLESS OTHERWISE NOTED
- 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
- P.R.T.C.T. = PLAT RECORDS TRAVIS COUNTY, TEXAS
- R.P.R.T.C.T. = REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
- () = PLAT / DEED CALLS

SURVEYOR'S NOTES:

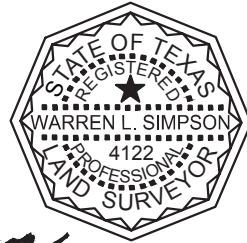
SURVEYED: SEPTEMBER 18, 2020
RELEASE DATE: OCTOBER 28, 2020

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

0.316 ACRE TEMPORARY CONSTRUCTION EASEMENT LOCATED IN THE FRANCIS HARRIS SURVEY ABSTRACT 364, IN 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. DISTANCES SHOWN HEREON ARE SURFACE VALUES USING A SCALE FACTOR OF 1.00013.



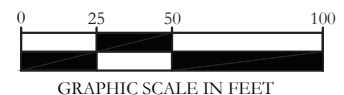
Warren L. Simpson
WARREN L. SIMPSON, R.P.L.S. 4122
lsimpson@walkerpartners.com

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EXHIBIT

OF A 0.316 ACRE TEMPORARY CONSTRUCTION EASEMENT LOCATED IN THE FRANCIS HARRIS SURVEY, ABSTRACT 364, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 1.2615 ACRE TRACT DESCRIBED IN TRACT ONE, IN A DEED TO THE TRAILS END HOMEOWNERS ASSOCIATION, INC., RECORDED UNDER TRAVIS COUNTY CLERK'S DOCUMENT 2013217070, IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO THE TRAILS END HOMEOWNERS ASSOCIATION, INC. BY DEED RECORDED IN TRAVIS COUNTY CLERK'S DOCUMENT 2000016270, IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND A PORTION OF LOT 31, OF THE RE-SUBDIVISION OF LOTS 13 AND 14. TRAILS END LAKE TRAVIS SUBDIVISION, RECORDED IN VOLUME 9, PAGE 150 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, DESCRIBED IN A DEED TO THE TRAILS END HOMEOWNERS ASSOCIATION, INC., RECORDED IN VOLUME 11899, PAGE 670 IN THE REAL PROPERTY 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



PLAT NO. A3-1598 PROJ. NO. 3-00619 DRAFTED 09-21-2020
TAB NA F/N NO62-TCE#B/Pg 3-4/71 DRAWN BY WLS
DWG. NAME: 3-00619ESMT-TCE-PARCEL 067- TRAILS END.DWG MAP CHK'D 10-07-2020

G:\PROJECTS\3-00619\3 PHASE 2 LAND RIGHTS\1 SURVEY\1.0 CAD\3-00619ESMT-TCE-PARCEL 067- TRAILS END.DWG, EXH, 10/28/2020 8:13:59 AM, wharmon, 1:1