

**THE BOARD OF TRUSTEES OF THE
PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT**

**RESOLUTION
AUTHORIZING THE CONVEYANCE OF UTILITY EASEMENT**

WHEREAS, pursuant to Texas Education Code section 11.151, the Board of Trustees of the Pflugerville Independent School District (“District”) is authorized to acquire and hold real and personal property;

WHEREAS, the District owns the following tract of land within a larger 135.31-acre tract of land described as:

A 0.524 acre tract of land being more particularly shown in Exhibit 1, attached hereto and incorporated herein for all purposes.

WHEREAS, utility providers routinely require easements for the installation, and construction of utility facilities and the provision of utility service to Pflugerville, Texas;

WHEREAS, the District routinely provides easements for these utilities, said easements are non-exclusive and are provided along the boundary of the land;

WHEREAS, the Lakeside Municipal Utility District No. 5 (MUD No. 5) is a political subdivision of the State of Texas authorized by the Texas Water Code, Chapter 54 to provide water, sewage, drainage, and other services within MUD boundaries;

WHEREAS, MUD No. 5 has requested a sanitary sewer easement for the area and will maintain, repair, and provide service to the District as described in the attached Easement for Agreement of Utilities, which includes use of the land for wastewater utility purposes, including placement, construction, installation, replacement, repair, maintenance, relocation, removal and operation of wastewater lines, wastewater facilities and related appurtenances or making connections thereto as well as for providing access for the operation, repair, maintenance, replacement, and expansion of wastewater lines and related wastewater facilities (as more fully described in the attached form of easement at Exhibit B);

WHEREAS, the proposed utilities will benefit a future Pflugerville Independent School District campus, which is anticipated to be an elementary campus, which will be necessary to meet the future anticipated educational needs of the District;

WHEREAS, MUD No. 5 and the District’s administration have negotiated the proposed Easement, attached hereto as Exhibit 2.

NOW THEREFORE, BE IT RESOLVED:

1. That the findings and recitals in the preamble of this Resolution are hereby found to be true and correct and are hereby approved and adopted.

2. That the Board of Trustees approves the easement attached in Exhibit B and the conveyance of the easement as set out therein.

3. That the Board President is authorized to execute the legal documents necessary to affect the transaction and conveyance of the easement to MUD No. 5, which includes the form of easement in Exhibit B or a substantially similar form thereto.

4. That it is hereby found, determined and declared that sufficient written notice of the date, time, place and subject of the meeting of the Board of Trustees of the Pflugerville Independent School District at which this Resolution was adopted was posted at a place convenient and readily accessible at all times to the general public for the time required by law preceding this meeting, as required by Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. The Board of Trustees further ratifies, approves and confirms such written notice and posting thereof.

FINALLY PASSED AND ADOPTED this _____ day of _____, 2024.

By: _____
Renae Mitchell, Board President
Board of Trustees of the
Pflugerville Independent School District

ATTEST:

By: _____
Chevonne Lorigo-Johst, Board Secretary
Board of Trustees of the
Pflugerville Independent School District

CERTIFICATE FOR RESOLUTION

I hereby certify that the foregoing resolution was presented to the Board of Trustees of the Pflugerville Independent School District during a meeting on May _____, 2024. A quorum of the Board of Trustees being then present, it was then duly moved and seconded that the resolution be adopted, and such resolution was then adopted according to the following vote:

Ayes: _____
Nays: _____
Abstentions: _____

To certify which, witness my hand and the official seal of the District this _____, day of May, 2024.

Renae Mitchell, Board President
Board of Trustees
Pflugerville Independent School District

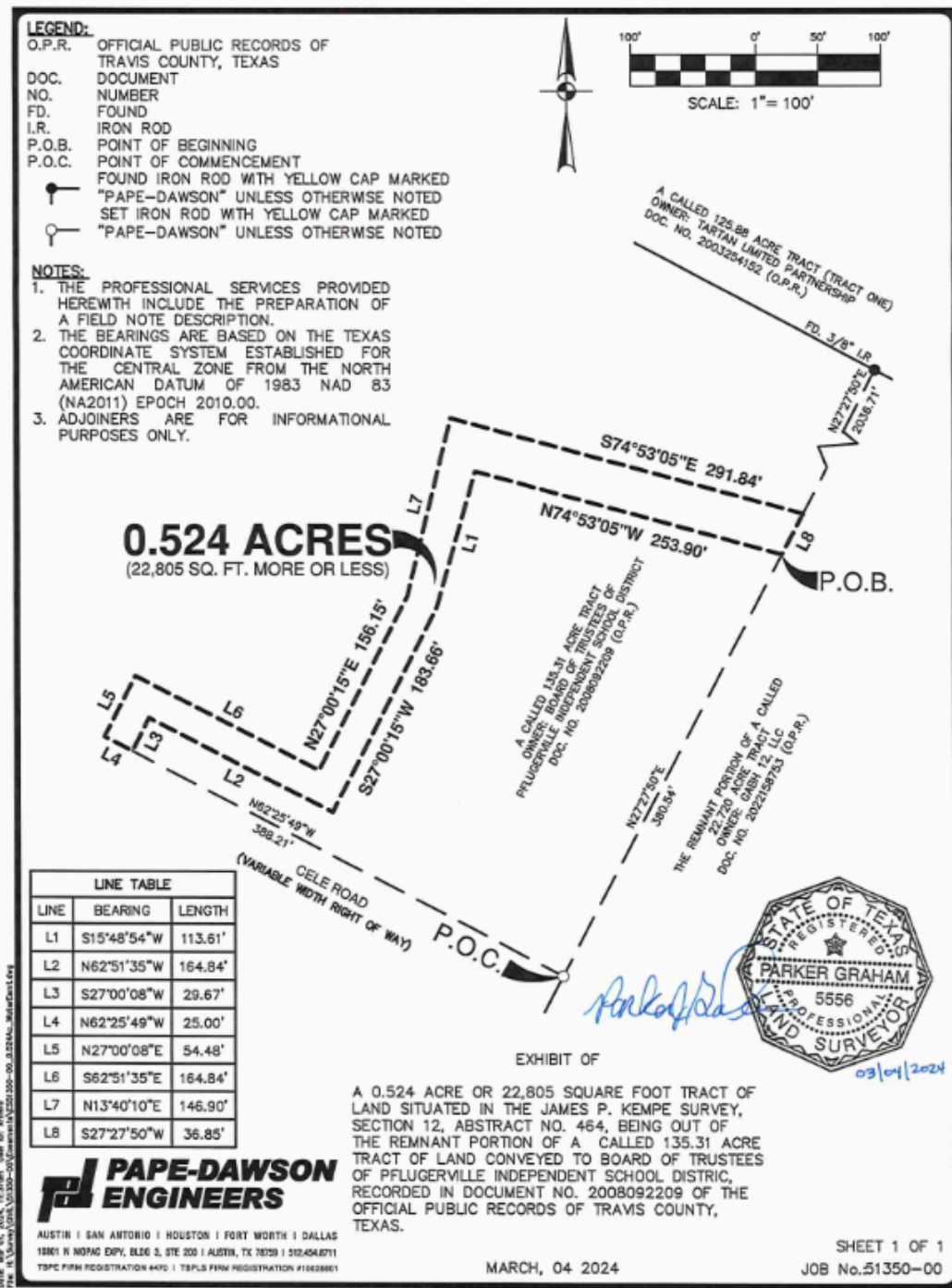
STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF TRAVIS §

BEFORE ME, a Notary Public, on this day personally appeared RENAE MITCHELL, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon her oath stated that she is the President of the Board of Trustees of the Pflugerville Independent School District; that she was authorized to execute such instrument pursuant to resolution of the Board of Trustees adopted on May _____, 2024, and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2024.

Notary Public, State of Texas

EXHIBIT 1 TO RESOLUTION



FIELD NOTES
FOR

A 0.524 ACRE, OR 22,805 SQUARE FOOT, TRACT OF LAND SITUATED IN THE JAMES P. KEMPE, SECTION NO. 12, ABSTRACT NO. 464 IN TRAVIS COUNTY, TEXAS, BEING OUT OF A REMNANT OF A CALLED 135.31 ACRE TRACT, CONVEYED TO BOARD OF TRUSTEES OF PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT RECORDED IN DOCUMENT NO. 2008092209 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. SAID 0.524 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00:

COMMENCING at an iron rod with cap marked "Pape Dawson Engineers" set in the southeast corner of the remnant portion of a called 135.31-acre tract, conveyed to Board of Trustees of Pflugerville Independent School District, recorded in Document No. 2008092209 of the Official Public Records of Travis County, said point being an interior east boundary line of Remnant Portion of said 135.31-acre tract;

THENCE N 27°27'50" E, departing the southwest corner of the Remnant Portion of said 135.31 acre, same being the west boundary line of said 22.720-acre tract, a distance of **380.54 feet** to a calculated point for the southwest corner and **POINT OF BEGINNING** hereof;

THENCE, departing west, through the interior of said 135.31 acre tract, the following eleven (11) courses and distances:

1. **N 74°53'05" W**, a distance of **253.90 feet** to a calculated angle point hereof,
2. **S 15°48'54" W**, a distance of **113.61 feet** to a calculated angle point hereof,
3. **S 27°00'15" W**, a distance of **183.66 feet** to a calculated angle point hereof,
4. **N 62°51'35" W**, a distance of **164.84 feet** to a calculated angle point hereof,
5. **S 27°00'08" W**, a distance of **29.67 feet** to a calculated angle point hereof,
6. **N 62°25'49" W**, a distance of **25.00 feet** to a calculated angle point hereof,
7. **N 27°00'08" E**, a distance of **54.48 feet** to a calculated angle point hereof,
8. **S 62°51'35" E**, a distance of **164.84 feet** to a calculated angle point hereof,
9. **N 27°00'15" E**, a distance of **156.15 feet** to a calculated angle point hereof,
10. **N 13°40'10" E**, a distance of **146.90 feet** to a calculated angle point hereof,

0.524 Acres
Job No. 51350-00
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11. **S 74°53'05" E**, a distance of **291.84 feet** to a calculated angle point hereof; From which an iron rod found bears **N 27°27'50" E**.

THENCE, S 27°27'50" W, with the east boundary line of a called 135.31 acres tract, a distance of **36.85 feet** to the **POINT OF BEGINNING** and containing 0.524 acres of land in Travis County, Texas. Said tract being described in accordance with an exhibit prepared by Pape-Dawson Engineers, Inc. under Job No. 51350-00.

PREPARED BY: Pape-Dawson Engineers, Inc.

DATE: March 01, 2024

JOB No.: 51350-00

DOC.ID.: H:\Survey\CIVIL\51350-00\Easements\Word\FN51350-00_0.524AC_WaterEsmt.docx

TBPE Firm Registration #470

TBPLS Firm Registration #100288-01

Parker J. Graham



Transportation | Water Resources | Land Development | Surveying | Environmental

telephone: 512-454-8711 address: 10801 NORTH MOPAC EXPRESSWAY, BUILDING 3 - SUITE 200 AUSTIN, TX 78759 website: PAPE-DAWSON.COM

Austin | San Antonio | Houston | Fort Worth | Dallas | New Braunfels Texas Engineering Firm #470 Texas Surveying Firm #10028801

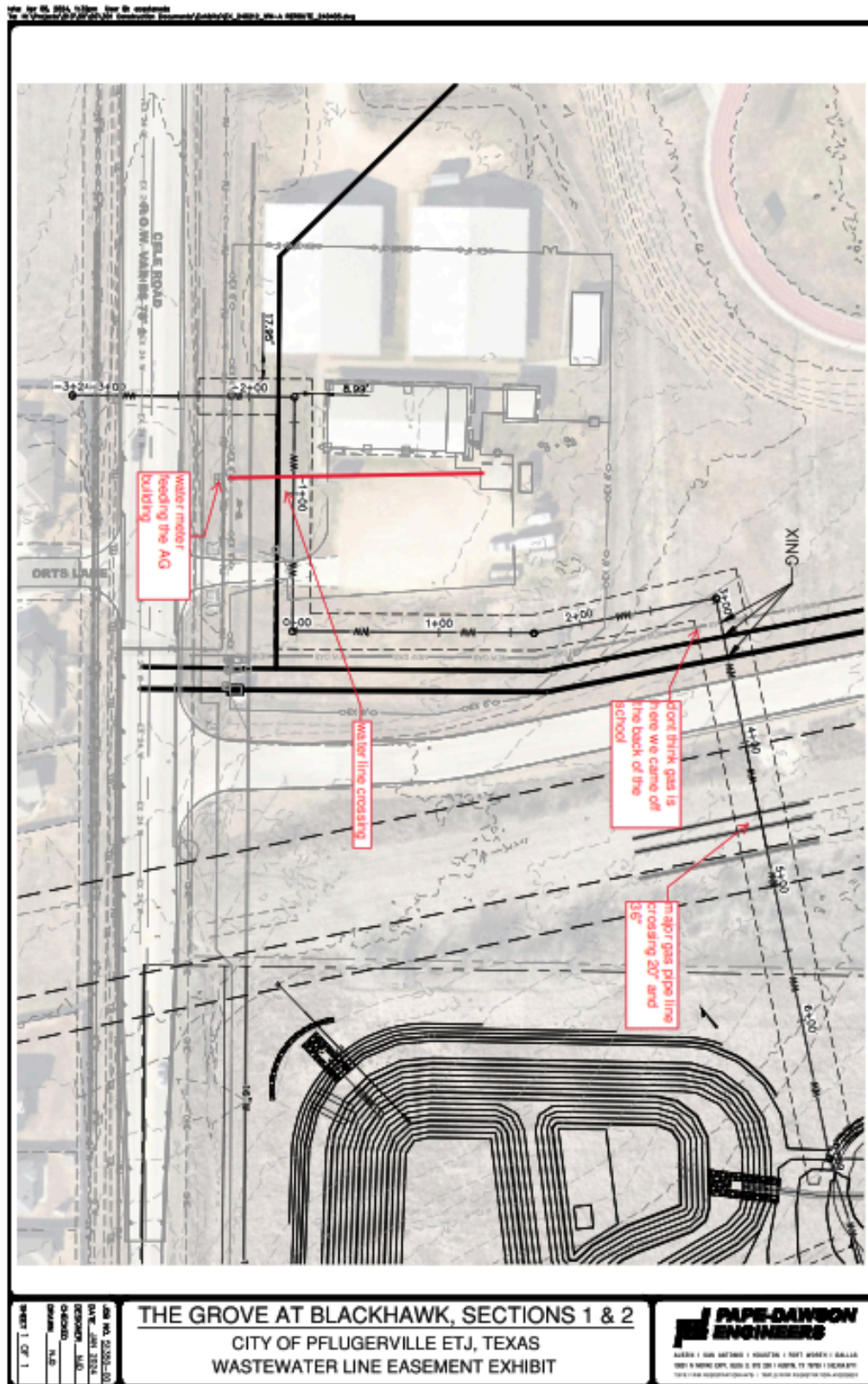


EXHIBIT 2 TO RESOLUTION

UTILITIES EASEMENT
(On following page)

EASEMENT AGREEMENT FOR UTILITIES

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 REAP PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: _____, 2024

Grantor: BOARD OF TRUSTEES OF THE
PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT

Grantor's Mailing Address: 1401 W. Pecan
Pflugerville, Texas 78660
Travis County, Texas

Grantee: LAKESIDE MUNICIPAL UTILITY DISTRICT NO. 5

Grantee's Mailing Address: c/o Tiemann, Shahady & Hamala, PC
102 N. Railroad Ave.
Pflugerville, Texas 78660
Travis County, Texas

Easement Property:

A 0.524 acre tract of land being more particularly described by metes and bounds in Exhibit A, attached hereto and incorporated herein for all purposes.

Easement Purpose: For wastewater utility purposes, including placement, construction, installation, replacement, repair, maintenance, relocation, removal and operation of wastewater lines, wastewater facilities and related appurtenances or making connections thereto. The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, replacement, and expansion of wastewater lines and related wastewater facilities.

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor.

Reservations from Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights of record; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than the Grantor, and other instruments, other than conveyances of the easement estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all

rights, obligations, and other matters arising from and existing by reason of any Travis County water or utility district.

THIS EASEMENT IS CONVEYED TO AND ACCEPTED BY THE GRANTEE IN ITS PRESENT CONDITION, AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CONVEYANCE OF THE EASEMENT IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION, AGREEMENT, STATEMENT, OR EXPRESSION OF OPINION (OR LACK THEREOF) OF OR WITH RESPECT TO: (I) THE CONDITION OF THE EASEMENT PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (II) THE SOIL CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (III) ANY CONDITIONS RELATING TO OR ARISING FROM ANY ARCHEOLOGICAL OR HISTORIC SITE, CEMETERY, BURIAL GROUND, ENDANGERED SPECIES, HABITAT, OR OTHER SUCH CONDITION WHICH MAY AFFECT THE PROPERTY; (IV) AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION, OR COMPOSITION OF THE PROPERTY; (V) ANY ENVIRONMENTAL, GEOLOGICAL, METEOROLOGICAL, STRUCTURAL OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY; AND (VI) ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES BY GRANTOR WHATSOEVER. GRANTEE HAS MADE ITS OWN PHYSICAL INSPECTION OF THE PROPERTY AND HAS SATISFIED ITSELF AS TO THE CONDITION OF THE PROPERTY FOR GRANTEE'S INTENDED USE. GRANTOR MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES AS TO THE NATURE OR QUANTITY OF THE INTERESTS THEY OWN IN ANY OIL, GAS AND OTHER MINERALS.

TO THE EXTENT PERMITTED BY TEXAS LAW, AFTER THE CONVEYANCE, AS BETWEEN GRANTEE AND GRANTOR, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF GRANTEE, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT OR THE TEXAS WATER CODE. **GRANTEE RELEASES GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS A RESULT OF GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVES.** GRANTEE RELEASES GRANTOR FROM ANY LIABILITY FOR

ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

Grant of Easement: Grantor, for the Consideration, and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement over, on, and across the Easement Property for the Easement Purpose, together with all singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part thereof, except as to the Reservations from Conveyance and Exceptions to Warranty, to the extent that such claim arises by, through, or under Grantor but not otherwise.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this Agreement:

1. Character of the Easement. The Easement is an easement in gross. The Easement is nonexclusive. The Easement is for the benefit of Grantee and Grantee's heirs, successors, and assigns (as applicable, the "Holder").

2. Duration of the Easement. The duration of the Easement is perpetual.

3. Surface Use. Grantor hereby retains, reserves, and shall continue to enjoy the use of the surface of the Easement Tract for any and all purposes which do not interfere with or prevent the use by Grantee of the Easement herein granted. Grantor may alter or otherwise use the surface of the Easement Property for such purposes that do not interfere with the exercise by Grantee of the rights herein granted provided that the plans for all improvements to be placed in the Easement Property by Grantor must be approved by Grantee before the improvements are constructed, with such approval not to be unreasonably withheld, and further provided that Grantee shall have the right to trim and cut down trees and shrubbery and to remove other improvements and structures to the extent reasonably necessary to prevent interference with the operation or repairs to Grantee's facilities in the Easement Property.

4. Temporary Construction Easement. In addition to the Easement granted, Grantee is hereby granted and conveyed a temporary construction easement ("Construction Easement") approximately fifty (50) feet in width adjacent to the Easement Property, upon and across the property of Grantor, for the construction and installation of the wastewater facilities, including but not limited to, the wastewater lines with related facilities to be located upon the Easement Property. The Construction Easement shall terminate and be of no further force or effect upon completion of original construction of such facilities and acceptance of the facilities by Grantee

for operation and maintenance.

5. Improvement and Maintenance of Easement Property. Improvement and maintenance of the Easement Property will be at the sole expense of the Holder. Holder has the right to eliminate any encroachments into the Easement Property that were not present at the time of construction. Holder must maintain the Easement Property in a neat and clean condition while work is being performed on the Easement Property. Holder has the right to construct, install, maintain, replace, and remove the Facilities under and across the Easement Property. All matters concerning the configuration, construction, installation, maintenance, replacement, and removal of the Facilities are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities, subject to replacement of the fences to their original condition on the completion of the work.

6. Equitable Rights of Enforcement. This Agreement may be enforced by restraining order and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

7. Binding Effect. This Agreement binds and inures to the benefit of the parties and their respective heirs, successors, and assigns.

8. Choice of Law. This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

9. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

10. Waiver of Default. It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking actions. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

11. Further Assurances. Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts as necessary or appropriate to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement.

12. Indemnity. GRANTEE AGREES TO PROTECT, INDEMNIFY, AND HOLD

HARMLESS GRANTOR AND GRANTOR'S BOARD MEMBERS, OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AFFILIATES, AGENTS, TRUSTEES, EMPLOYEES, ATTORNEYS, AND CONTRACTORS (COLLECTIVELY, THE "GRANTOR PARTIES") FROM AND AGAINST ANY AND ALL DAMAGES, LOSSES, COSTS, LIABILITIES, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES), AND/OR INJURIES (INCLUDING, WITHOUT LIMITATION, DAMAGE TO PROPERTY, PERSONAL INJURIES, AND/OR DEATH) SUFFERED, SUSTAINED, OR INCURRED BY THE GRANTOR PARTIES (REGARDLESS OF WHETHER CONTINGENT, DIRECT, CONSEQUENTIAL, LIQUIDATED OR UNLIQUIDATED), AND ANY AND ALL CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION BROUGHT OR RAISED ("CLAIMS") AGAINST THE GRANTOR PARTIES ARISING OUT OF, RESULTING FROM, RELATING TO, OR CONNECTED WITH: (I) ANY NEGLIGENT OR WRONGFUL OMISSION OF GRANTEE OR ITS OFFICERS, DIRECTORS, PARTNERS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, AGENTS, CONTRACTORS, LICENSEES, AND LESSEES (COLLECTIVELY, THE "GRANTEE PARTIES") AT, ON, OR ABOUT THE EASEMENT TRACT OR GRANTOR'S ADJACENT LAND IN CONNECTION WITH THE CONSTRUCTION, MAINTENANCE OR REPAIR OF GRANTEE'S FACILITIES, (II) ANY MECHANICS', MATERIALMEN'S, OR OTHER LIENS RESULTING FROM THE CONDUCT OF ANY OF THE GRANTEE PARTIES UPON THE EASEMENT TRACT OR GRANTOR'S ADJACENT LAND, AND/OR (III) ANY BREACH OR VIOLATION OF THIS EASEMENT ON THE PART OF THE GRANTEE; PROVIDED, HOWEVER, GRANTEE'S INDEMNIFICATION OBLIGATIONS WILL NOT APPLY TO CLAIMS ARISING OUT OF, RESULTING FROM, RELATING TO, OR CONNECTED WITH GRANTOR PARTIES' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, SUCH OBLIGATION TO PROTECT, INDEMNIFY, AND HOLD HARMLESS THE GRANTOR PARTIES WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT. THIS INDEMNIFICATION WILL INCLUDE, BUT NOT BE LIMITED TO, CLAIMS MADE UNDER ANY WORKERS' COMPENSATION LAW OR UNDER ANY PLAN FOR EMPLOYEE'S DEATH BENEFITS (INCLUDING WITHOUT LIMITATION CLAIMS AND DEMANDS THAT MAY BE ASSERTED BY EMPLOYEES, AGENTS, CONTRACTORS, AND SUBCONTRACTORS).

13. Integration. This Agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this Agreement.

14. Legal Construction. If any provision of this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provisions hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the parties by reason of authorship or language.

15. Notices. Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited in the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address of notice may be changed by written notice delivered as provided herein.

16. Recitals. Any recitals in this Agreement are represented by the parties to be accurate and constitute a part of the substantive agreement.

17. Time. Time is of the essence. Unless otherwise specified, all references to “days” mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

[Signature pages follow this page.]

In Witness Whereof, this instrument is executed as of this ____ day of _____, 2024.

GRANTOR: Board of Trustees of the Pflugerville Independent School District

By: _____
Name: Ms. Renae Mitchell
Title: Board President

ACKNOWLEDGEMENT:

STATE OF TEXAS

COUNTY OF _____

On this ____ day of _____, 2024, before me personally appeared RENAE MITCHELL, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument as GRANTOR, and acknowledged that they executed the same for the purposes therein contained.

In Witness Whereof, I have hereunto set my hand and official seal.

(NOTARY SEAL)

Notary Public, State of Texas

In Witness Whereof, this instrument is executed as of this _____ day of _____, 2024.

GRANTEE: LAKESIDE MUNICIPAL UTILITY DISTRICT NO. 5

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT:

STATE OF TEXAS

COUNTY OF _____

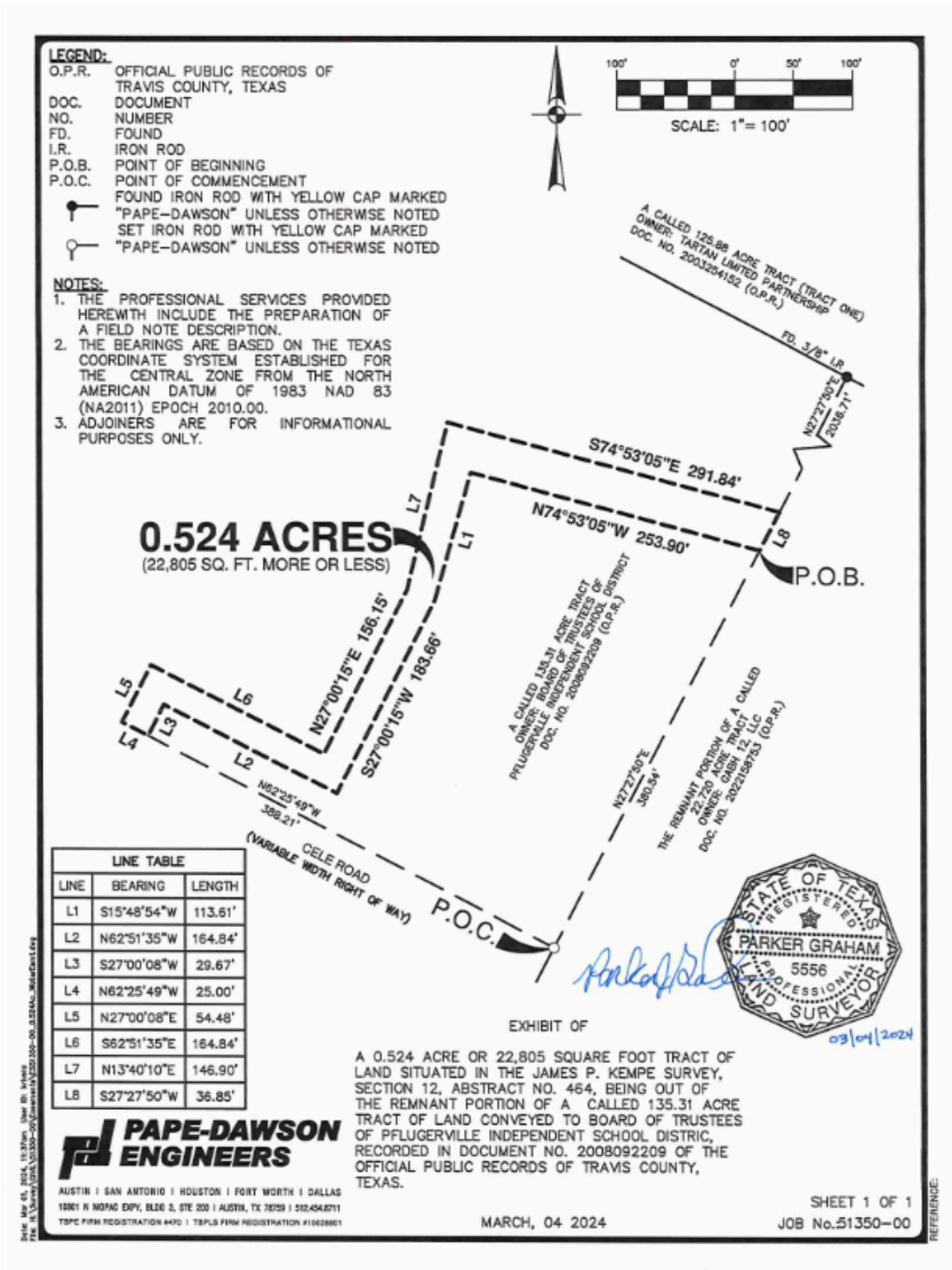
This instrument was acknowledged before me on _____, 2024,
by _____ of Lakeside Municipal Utility
District No. 5, on behalf of said District.

In Witness Whereof, I have hereunto set my hand and official seal.

(NOTARY SEAL)

Notary Public, State of Texas

EXHIBIT A TO EASEMENT



FIELD NOTES
FOR

A 0.524 ACRE, OR 22,805 SQUARE FOOT, TRACT OF LAND SITUATED IN THE JAMES P. KEMPE, SECTION NO. 12, ABSTRACT NO. 464 IN TRAVIS COUNTY, TEXAS, BEING OUT OF A REMNANT OF A CALLED 135.31 ACRE TRACT, CONVEYED TO BOARD OF TRUSTEES OF PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT RECORDED IN DOCUMENT NO. 2008092209 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. SAID 0.524 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00:

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THENCE N 27°27'50" E, departing the southwest corner of the Remnant Portion of said 135.31 acre, same being the west boundary line of said 22.720-acre tract, a distance of **380.54 feet** to a calculated point for the southwest corner and **POINT OF BEGINNING** hereof;

THENCE, departing west, through the interior of said 135.31 acre tract, the following eleven (11) courses and distances:

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0.524 Acres
Job No. 51350-00
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PREPARED BY: Pape-Dawson Engineers, Inc.

DATE: March 01, 2024

JOB No.: 51350-00

DOC.ID.: H:\Survey\CIVIL\51350-00\Easements\Word\FN51350-00_0.524AC_WaterEsmt.docx

TBPE Firm Registration #470

TBPLS Firm Registration #100288-01

Parker J. Graham



Transportation | Water Resources | Land Development | Surveying | Environmental

telephone: 512-454-8711 address: 10801 NORTH MOPAC EXPRESSWAY, BUILDING 3 - SUITE 200 AUSTIN, TX 78759 website: PAPE-DAWSON.COM

Austin | San Antonio | Houston | Fort Worth | Dallas | New Braunfels Texas Engineering Firm #470 Texas Surveying Firm #10028801

