

## CLOSING AGREEMENT

THIS CLOSING AGREEMENT (this “**Agreement**”) is entered into to be effective as of December 5, 2023 (the “**Effective Date**”), by and between the CITY OF DRIPPING SPRINGS, Texas, a Texas General Law municipal corporation situated in Hays County (the “**City**”) on the one hand, and CF CSLK CARTER LLC, a Delaware limited liability company; SIEPIELA DEVELOPMENT CORPORATION, a Texas Corporation; and CF CSLK CALITERRA, LLC, a Delaware limited liability company, DEVELOPMENT SOLUTIONS CAT, a Delaware limited liability company (“**Property Owners**”), on the other hand.

### RECITALS:

The City and the Property Owners have negotiated seven (7) easements for the purpose of constructing and operating a public wastewater and water utility facilities for the placement, construction, installation, replacement, repair, and operation and maintenance of public wastewater pipelines, public water pipelines, and related utility appurtenances and access for making connections thereto more particularly described in Exhibit A-1 through A-7 attached hereto and incorporated herein (the “**West Interceptor Line Easements**”).

The City and Property Owners have negotiated three (3) easements for the purpose of constructing and operating a treated effluent wastewater line from RR12 to the discharge point for TCEQ TPDES Permit No. WQ00144088003, which are more particularly described in Exhibit B-1 through B-3 attached hereto and incorporated herein (the “**TE Easements**”).

The closing of the West Interceptor Line Easements and the TE Easements is contemplated to occur on or before **December 22, 2023** (the “**Closing**”) and the parties hereto desire to enter into this Agreement to facilitate the Closing and delineate and memorialize certain covenants and agreements from among the Parties to this Agreement that shall survive the Closing, as more particularly set forth herein.

NOW THEREFORE, in consideration of foregoing recitals and mutual promises and agreements herein contained, and for other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto do hereby agree as follows:

1. **City Payment of Outstanding Project Costs.** Two calendar days prior to the Closing, the City covenants and agrees to provide certified funds in the amount of Six Hundred Seventy Thousand Four Hundred Sixty Four Dollars and 62/100 (\$670,464.62) (“**Project Costs**”) to Corridor Title (the “**Title Company**”). The Parties agree that the Project Costs shall held in escrow by the Title Company until Closing at which time the Title Company shall distribute the Project Costs as directed by the Property Owners. The Parties mutually agree and covenant that the Project Costs represents the City’s remaining

obligation to the Property Owners with respect to the relevant development agreement (the “**Project**”) and the disbursement of the Project Costs to the Property Owners at the Closing fully satisfies the City’s obligation to the Property Owners with respect to the Project.

2. **West Interceptor Line and Self Help Rights.** The City covenants and agrees that it will initiate the construction of the West Interceptor Line associated with the West Interceptor Line Easements on or before **December 1, 2025** ( the “**West Interceptor Line Construction Deadline**”). In the event the City fails to initiate such construction on or before the West Interceptor Line Construction Deadline, the Property Owners have the right, but not the obligation, to commence and complete such construction and the City shall reimburse the Property Owners for all actual demonstrated costs related to such construction within fifteen (15) days of presentment of paid invoices demonstrating actual construction costs.

3. **City Payment of Easement Compensation.** The Parties mutually agree and covenant that the easement compensation is fully satisfied by the City’s agreement and compliance with this Agreement and that the City’s obligation to provide compensation to the Property Owners for the Easements is fully satisfied by the City’s entry into and compliance with this Agreement.

4. **Delivery of Executed West Interceptor Line Easements and TE Easements.** Two calendar days prior to the Closing, Property Owners covenant and agree to provide to the Title Company to hold in escrow until the Closing the fully executed the West Interceptor Line Easements and TE Easements for recording in the Hays County property records by the Title Company. To the extent that any additional documents need to be executed to effect the West Interceptor Line Easements or TE Easements, Property Owners covenant and agree to provide any such documents to the extent that they are able (this covenant and agreement survive Closing).

5. **Property Owners Payment of City Invoices.** The Property Owners covenant and agree to provide certified funds in the amount of Sixty-Seven Thousand Seven Hundred Eighty-Eight and 29/100 dollars (\$67,788.29) to the City at Closing as payment for the invoices and billings identified at (the “City Invoice Payment”) **Exhibit C**. At Closing, in order to satisfy the Property Owner’s obligation to pay the City the funds Identified at Exhibit C, the Settlement Statement shall include a credit to the City and a debit to the Property Owners for the amount of the funds identified at Exhibit C and such amount shall be deducted from the total amount owed by the City to the Property Owners on the Settlement Statement at Closing. The Parties mutually agree and covenant that the City Invoice Payment made in compliance with this paragraph fully satisfies the Property Owners’ obligation to the City with respect to all invoices issued as of March 24, 2023.

6. **Miscellaneous.**

a. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person by judgment or court order shall in no way affect

any of the other provisions hereof or the application thereof to any other person, and the same shall remain in full force and effect.

b. This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas. In the event of any conflict between the terms of this Agreement and any other agreement between or among the Parties, the terms of this Agreement will control.

c. This Agreement may be amended by, and only by, a written agreement signed by all the Parties. The Parties are the only intended beneficiaries of this Agreement. It is acknowledged that any Party to this Agreement, either individually or jointly, shall have the right to specifically enforce, enjoin or sue another party for any default under this Agreement and to exercise any legal remedy available at law or in equity to enforce the terms of this Agreement. Each party may consider, approve or disapprove any proposed amendment to this Agreement in its sole and absolute discretion without regard to reasonableness or timeliness. Time is of the essence with respect to all of the provisions of this Agreement.

d. The failure of any party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder, at law or in equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions. No waiver by any party of any default under this Agreement shall be effective or binding on such party unless made in writing by such party and no such waiver shall be implied from any omission by a party to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers or any default under any provision of this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained in this Agreement.

e. The terms of this Agreement and the provisions hereof shall inure to the benefit of and be binding upon the signatories hereto and their respective successors and assigns; provided however, the Property Owners shall not be deemed to have assigned their rights under the Easements unless the Property Owner executes and records in the Official Public Records of Hayes County, Texas an instrument referencing the recording the Easements at Exhibit A.

f. This Agreement may be executed in counterparts and delivered electronically.

g. Any notice or communication including any required documents or instruments required or permitted hereunder shall be in writing and shall be deemed to be delivered, (i) whether actually received or not, two (2) days after deposit in the United States mail, postage fully prepaid, registered or certified mail, addressed to the intended recipient at the address below, (ii) when received via local hand courier service, or (iii) the

next business day after deposit by the sender with a national service such as Federal Express or Airborne. Any address for notice may be changed by written notice so given.

If to City:

The City of Dripping Springs  
City Secretary  
P.O. Box 384  
Dripping Springs, Texas 78620

With a copy to:

The AL Law Group  
12400 Highway 71 West  
Suite 350-150  
Austin TX 78738

If to Property Owners:

CF CSLK CARTER, LLC  
Attn:  
Gregory L. Rich  
12222 Merit Drive, Suite 1020  
Dallas, TX 75251  
972-960-2777 (O) Ext-103  
972-960-2660 (F)  
[grich@siepiela.com](mailto:grich@siepiela.com)

With a copy to:

Stephen Wark  
CF CSLK Carter LLC  
Fortress Investment Group  
1345 Ave of the Americas, 45th Fl  
New York, NY 10105  
p: 212 478-4189  
c: 973 449-2544  
[swark@fortress.com](mailto:swark@fortress.com)

Tonya L. Meier  
GRAY REED  
1601 Elm Street, Suite 4600  
Dallas, TX 75201  
[tmeier@grayreed.com](mailto:tmeier@grayreed.com)

CF CSLK CALITERRA, LLC  
Attn:  
Gregory L. Rich  
12222 Merit Drive, Suite 1020  
Dallas, TX 75251  
972-960-2777 (O) Ext-103  
972-960-2660 (F)  
[grich@siepiela.com](mailto:grich@siepiela.com)

Stephen Wark  
CF CSLK Carter LLC  
Fortress Investment Group  
1345 Ave of the Americas, 45th Fl  
New York, NY 10105  
p: 212 478-4189  
c: 973 449-2544  
[swark@fortress.com](mailto:swark@fortress.com)

Tonya L. Meier  
GRAY REED  
1601 Elm Street, Suite 4600  
Dallas, TX 75201  
[tmeier@grayreed.com](mailto:tmeier@grayreed.com)

Siepiela Development Corporation  
Attn:  
Gregory L. Rich  
12222 Merit Drive, Suite 1020  
Dallas, TX 75251  
972-960-2777 (O) Ext-103  
972-960-2660 (F)  
[grich@siepiela.com](mailto:grich@siepiela.com)

Tonya L. Meier  
GRAY REED  
1601 Elm Street, Suite 4600  
Dallas, TX 75201  
[tmeier@grayreed.com](mailto:tmeier@grayreed.com)

Development Solutions CAT, LLC  
Attn:  
Gregory L. Rich  
12222 Merit Drive, Suite 1020  
Dallas, TX 75251  
972-960-2777 (O) Ext-103  
972-960-2660 (F)  
[grich@siepiela.com](mailto:grich@siepiela.com)

Tonya L. Meier  
GRAY REED  
1601 Elm Street, Suite 4600  
Dallas, TX 75201  
[tmeier@grayreed.com](mailto:tmeier@grayreed.com)

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be effective as of the Effective Date.

**CITY:**

**City of Dripping Springs, Texas,  
a Texas General Law municipal corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS           §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me the \_\_\_\_ day of \_\_\_\_\_,  
2023, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

**PROPERTY OWNERS:**

**CF CSLK CARTER, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS                   §  
                                                  §  
COUNTY OF \_\_\_\_\_       §

This instrument was acknowledged before me the \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, Authorized Signatory of \_\_\_\_\_, a Delaware limited liability company, on behalf of said company.

\_\_\_\_\_  
Notary Public, State of Texas

**CF CSLK CALITERRA, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS                   §  
                                                  §  
COUNTY OF \_\_\_\_\_       §

This instrument was acknowledged before me the \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, Authorized Signatory of \_\_\_\_\_, a Delaware limited liability company, on behalf of said company.

\_\_\_\_\_  
Notary Public, State of Texas

**Siepiela Development Corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS                   §  
                                          §  
COUNTY OF \_\_\_\_\_       §

This instrument was acknowledged before me the \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, Authorized Signatory of Siepiela Development Corporation, a Texas corporation, on behalf of said company.

\_\_\_\_\_  
Notary Public, State of Texas



**Development Solutions CAT, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS                   §  
                                                 §  
COUNTY OF \_\_\_\_\_       §

This instrument was acknowledged before me the \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, Authorized Signatory of Development Solutions CAT, LLC, a Delaware limited liability company, on behalf of said company.

\_\_\_\_\_  
Notary Public, State of Texas

Exhibit A  
[Attached]

# Exhibit A-1

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

**WATER, WASTEWATER AND ACCESS EASEMENT**  
(CORPORATE)

**Date:**

**Grantor:** **SIEPIELA DEVELOPMENT CORPORATION**, a Texas corporation

**Grantor's Address:** 12222 Merit Drive, Suite 1020  
Dallas, Texas 75251

**Grantee:** **CITY OF DRIPPING SPRINGS, TEXAS**, a General Law municipality situated in Hays County, Texas

**Grantee's Address:** P.O. Box 384  
511 Mercer Street  
Dripping Springs, Hays County, Texas 78620

**Property:** An exclusive easement and right-of-way in, upon, over, under, along, through, and across the parcel of real property of Grantor ("Easement"), said Easement consisting of approximately 0.044 acre, more or less, and more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference ("Easement Tract 2A, 2B").

**Consideration:** Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid to Grantor for which no lien either express or implied is retained.

**GRANT OF EASEMENT:**

**SIEPIELA DEVELOPMENT CORPORATION**, a Texas corporation ("Grantor"), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby GRANT, SELL AND CONVEY unto **THE CITY OF DRIPPING SPRINGS, TEXAS**, a General Law municipality located in Hays County, Texas ("Grantee") the Easement subject to the Reservations and Additional Terms set forth below, in, upon, over, under, along, through, and across the Easement Tract TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the right and privilege at any and all times to enter the Easement Tract with full rights of ingress and egress from the adjoining property of Grantor, or

any part thereof, for the purpose of construction, operation, maintenance, replacement, upgrade, and repair of the improvements which are constructed and installed therein or thereon under the terms of this Easement.

Grantor, on behalf of Grantor and its successors and assigns, does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted on the Easement Tract, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, though, or under Grantor, but not otherwise.

**CHARACTER OF EASEMENT:**

The Easement granted herein is "in gross," in that there is no "benefitted property." Nevertheless, the Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof. The Easement rights of use granted herein are irrevocable. The Easement is for the benefit of Grantee.

**PURPOSE OF EASEMENT:**

The Easement shall be used by Grantee for public wastewater and/or water utility purposes, including placement, construction, installation, replacement, repair, maintenance, upgrade, relocation, removal, and operation of public wastewater or water pipelines and related appurtenances, or making connections thereto, as well as permanent culverts crossing the creek to provide access for maintenance purposes, and temporary and permanent access roads and facilities ("Facilities"). The Easement shall also be used by Grantee for the purpose of providing access for the operation, repair, maintenance, replacement and expansion of the Facilities ("Easement Purpose").

**DURATION OF EASEMENT:**

The Easement shall be perpetual. Grantor hereby binds Grantor and Grantor's successors and assigns, to warrant and forever defend the Easement on the Easement Tract unto Grantee, its successors and assigns, against any person whomsoever lawfully claiming.

**GRANTOR USE:**

Grantor hereby retains surface use of the Easement Tract and the right to plant and maintain ground cover and grasses only. Grantor relinquishes the authority for planting or cultivation of bushes, trees or other living matter, and building and maintaining any structures within the Easement Tract, and acknowledges that such uses are specifically prohibited. Grantor grants to Grantee the right to remove any living material or structures located within the Easement Tract, without Grantor recourse, to prevent interference with the operation or repairs to Grantee's facilities or use within the Easement Tract.

All mineral interests in the Easement, whether metallic or nonmetallic, whether similar or dissimilar, whether known or unknown, currently owned by Grantor in, on, and under and that may be produced and saved from the Easement or acreage pooled or unitized therewith, and the full and exclusive executive rights to execute leases in connection therewith, provided, however,

that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals in the Easement but will be permitted to extract the minerals from and under the Easement by directional drilling or other means, so long as such activities do not damage, destroy, injure, and/or interfere with Grantee's use of the Easement for the Easement Purpose; and

All groundwater rights in and to the Easement, whether known or unknown, currently owned by Grantor in, on, and under and that may be produced and saved from the Easement or acreage pooled or unitized therewith, and the full and exclusive executive rights to execute leases in connection therewith, provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of groundwater from the Easement but will be permitted to extract the groundwater from and under the Easement by directional drilling or other means, so long as such activities do not damage, destroy, injure, and/or interfere with Grantee's use of the Easement for the Easement Purpose.

**ADDITIONAL TERMS:**

The Easement and Grantee's use thereof shall be subject to the following additional terms and conditions ("Additional Terms"):

(1) For initial construction of the Facilities, Grantee shall require its construction contractor to make good faith efforts to provide notice to Grantor at least 48 hours prior to the start of construction, and Grantee shall use commercially reasonable efforts to coordinate the performance of such work with Grantor and to schedule such work at times that will not materially and adversely affect Grantor's ability to access and use the remainder of Grantor's property including Grantor's other property.

(2) For maintenance and scheduled repairs to the Facilities, Grantee shall make a good faith effort to contact Grantor prior to entering the Easement. No prior notice is required of Grantee to enter the easement for emergency repairs of the Facilities or when access to the Easement is necessary for compliance with any federal or state regulation, permit, order, or other legal requirement.

(3) Upon completion of initial construction of the Project and future construction within the Easement Tract, Grantee shall remove all construction debris and other material remaining on the site after construction; remove any disturbed rock, roots, and soil; remove any temporary barriers; remove any temporary access roads and drainage facilities; revegetate disturbed vegetated areas; and restore roadway surfaces to the condition existing at the date of execution or better condition, unless requested otherwise by Grantor and Grantee will restore the ground surface of the Easement as nearly as practicable to the vegetation, contour and condition which existed immediately prior to the commencement of such construction and repair in a good and workmanlike manner to a good or better condition as the condition which existed immediately prior to the commencement of such construction any and all fences, parking surfaces, drainage, irrigation, and other utility systems which are cut or damaged by Grantee.

(4) Prior to the start of construction of the Project, Grantee agrees to install all barriers required by the Federal or State agency and the issued permit(s) to prevent loss of disturbed soil, and may install temporary access roads and drainage facilities needed for access.

(5) All notices required or permitted to be given under this Water and Wastewater Easement shall be considered sufficiently given if delivered by (a) hand, courier or overnight delivery service to the physical address listed below, (b) certified or registered mail, return receipt requested to the mailing addresses listed below, or (b) by telephone to the phone numbers listed below:

If to Grantor:

Physical Address:

**SIEPIELA DEVELOPMENT CORPORATION**

Attn: Gregory L. Rich  
12222 Merit Drive, Suite 1020  
Dallas, TX 75251  
972-960-2777 (O) Ext-103  
972-960-2660 (F)  
[griech@siepiela.com](mailto:griech@siepiela.com):

If to Grantee:

**The City of Dripping Springs**

Attn: City Secretary  
P.O. Box 384  
Dripping Springs, Texas 78620

Notice shall be effective upon the other party's receipt of the notice. Either party may specify a different address for delivery of notices by written notice to the physical addresses specified above or as changed by notice over time,.

(6) This conveyance is made by Grantor and accepted by Grantee subject to any and all existing easements, covenants, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, relating to the Easement, to the extent, and only to the extent, that the same may still be in force and effect, and either shown of record in the office of the County Clerk of Hays County, or that may be visibly apparent on the surface of the Easement Tract ("Prior Encumbrances"). Grantee agrees, to the fullest extent permitted by law, to indemnify, defend, and hold Grantor, its successors, assignees, licensees, occupants, officers, agents, employees, and contractors (each a "Grantor Party" and, collectively, the "Grantor Parties") harmless from and against any and all claims, losses, damages, liabilities and/or costs (including, without limitation, court costs and actual and reasonable attorneys' fees) arising from Grantee's exercise of any of their rights under this Easement that affects any right or property of any grantee or beneficiary under any of the Prior Encumbrances.

(7) BY ITS ACCEPTANCE OF THIS EASEMENT CONVEYANCE, AND AS A MATERIAL PART OF THE CONSIDERATION, GRANTEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT (i) ANY INFORMATION PROVIDED TO GRANTEE PERTAINING TO THE EASEMENT BY GRANTOR HAS NOT BEEN INDEPENDENTLY INVESTIGATED OR VERIFIED BY GRANTOR, (ii) GRANTOR IS NOT MAKING, AND HAS NOT MADE, ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION; AND (iii) GRANTOR IS NOT, AND WILL NOT BE, LIABLE OR BOUND IN ANY MANNER WHATSOEVER BY ANY WRITTEN OR VERBAL STATEMENT, REPRESENTATION, REPORT, SURVEY, OR INFORMATION FURNISHED TO GRANTEE, OR MADE BY ANY PARTY WITH RESPECT TO THE EASEMENT HEREBY CONVEYED. GRANTEE SPECIFICALLY AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO CONDUCT SUCH TESTS, STUDIES, AND INVESTIGATIONS AS GRANTEE DEEMS NECESSARY AND APPROPRIATE, GRANTEE IS RELYING SOLELY UPON ITS OWN INVESTIGATION OF GRANTOR'S PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY GRANTOR. GRANTEE FURTHER AGREES THAT GRANTEE HAS PURCHASED AND ACCEPTED THE EASEMENT IN ITS CURRENT, "AS IS," WITH ALL FAULTS CONDITION, AND TO HAVE ASSUMED THE RISK OF ANY MATTER OR CONDITION WHICH IS LATENT OR PATENT OR THAT COULD HAVE BEEN REVEALED BY THEIR INVESTIGATIONS. GRANTOR HAS NOT MADE (AND GRANTOR HEREBY EXPRESSLY DISCLAIMS, AND GRANTOR IS SELLING THE EASEMENT WITHOUT) ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER, AS TO THE VALUE, CONDITION, NATURE, CHARACTER, SUITABILITY, HABITABILITY, OR FITNESS OF THE EASEMENT, THE PRESENCE OR ABSENCE OF ANY HAZARDOUS MATERIAL OR OTHER ENVIRONMENTAL CONDITION OR COMPLIANCE OF GRANTOR'S LAND WITH, OR VIOLATION OF, ANY LAW, STATUTE, ORDINANCE, RULE, OR REGULATION, AND ANY OF SUCH REPRESENTATIONS AND WARRANTIES, AND ANY CLAIMS OR CAUSES OF ACTION AGAINST GRANTOR BASED ON OR ARISING WITH RESPECT TO ANY SUCH VIOLATION OF ANY FEDERAL, STATE, OR LOCAL STATUTE, ORDINANCE, RULE, OR REGULATION ARISING PRIOR TO GRANTEE'S PURCHASE OF THE EASEMENT TRACT ARE HEREBY EXPRESSLY WAIVED AND RELEASED BY GRANTEE.

(8) GRANTOR WILL NOT BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE OF REPAIR OF ANY IMPROVEMENTS WITHIN THE EASEMENT. GRANTEE WILL BE RESPONSIBLE THROUGH ITS AGENTS, CONTRACTORS AND EMPLOYEES AND RELATED CONTRACTS FOR THE DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE, AND REPAIR OF ALL IMPROVEMENTS WITHIN THE EASEMENT, AND ANY DAMAGES RESULTING FROM THE ACTIVITIES OF GRANTEE HEREUNDER OR GRANTEE'S USE OF THE EASEMENT, OR ANY OTHER PORTION OF GRANTOR'S PROPERTY BY GRANTEE, OR GRANTEE'S EMPLOYEES, AGENTS, CONTRACTORS, CUSTOMERS, OR INVITEES AND, TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTEE HEREBY AGREES TO INDEMNIFY, DEFEND,



**AND HOLD THE GRANTOR PARTIES HARMLESS FROM ANY CLAIMS, COSTS, DAMAGES, EXPENSES, AND LEGAL FEES OR COSTS ASSOCIATED WITH ANY OF THE FOREGOING, SUBJECT TO AND INCORPORATING INDEMINIFICATION AND INSURANCE REQUIREMENTS BETWEEN GRANTEE AND ITS AGENTS AND CONTRACTORS. NOTHING CONTAINED IN THIS INSTRUMENT WILL EVER BE CONSTRUED TO PLACE UPON GRANTOR ANY MANNER OF LIABILITY FOR INJURY TO OR DEATH OF PERSONS OR FOR DAMAGE TO OR LOSS OF PROPERTY ARISING FROM OR IN ANY MANNER CONNECTED WITH THE ACTS, CONDUCT, OR NEGLIGENCE OF GRANTEE, OR THEIR CONTRACTORS, IN THE DESIGN, CONSTRUCTION, OR MAINTENANCE OF ANY IMPROVEMENT WITHIN THE EASEMENT.**

(9) Grantee covenants and agrees that, in conducting its operations on Grantor's Property, Grantee shall comply with all applicable laws, statutes, rules, and regulations. In the event of any leak, spill or release of any hazardous substances caused by or arising from Grantee's operation of the improvements ("Contamination"), Grantee shall take immediate action to stop such Contamination and to clean up and remediate any affected soil, groundwater or other areas in accordance with applicable laws, statutes, rules and regulations. Without limiting any of Grantor's rights or Grantee's obligations set forth elsewhere in this instrument, to the fullest extent permitted by law, Grantee shall indemnify, defend, and hold harmless Grantor from and against any and all claims, actions, judgements, fines, or other proceedings relating to a Contamination action initiated against the Grantor Parties by any third party or government agency, and shall also promptly reimburse any costs and expenses (including, without limitation, reasonable attorney's fees) incurred by the Grantor to defend or resolve such proceedings, except to the extent such Contamination was caused by the negligence or willful misconduct of Grantor or Grantor's employees, agents, contractors, customers, or invitees. The indemnity provision herein shall survive the termination of this instrument, provided the obligation arose prior to such termination.

**INSURANCE:**

(1) Grantee shall maintain policies of commercial general liability and automobile liability insurance as agreed with Grantor.

(2) Upon request, Grantee shall furnish to Grantor certificates evidencing the insurance described, which insurance shall be issued by companies qualified and authorized to do business within the State of Texas and which shall name Grantor as an additional named insured.

Any use of the Easement or any other portion of Grantor's property by Grantee and any construction shall be done in compliance with applicable law.

*[Signatures Next Page]*

In witness whereof, this instrument is executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTOR:**

**SIEPIELA DEVELOPMENT CORPORATION,**  
a Texas corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF TEXAS**

§

**CORPORATE ACKNOWLEDGMENT**

§

**COUNTY OF HAYS**

§

This instrument was acknowledged before me, the undersigned authority, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, on behalf of said **SIEPIELA DEVELOPMENT CORPORATION**, a Texas corporation.

\_\_\_\_\_  
Notary Public In and For  
The State of Texas

My Commission expires: \_\_\_\_\_

AFTER RECORDING RETURN TO:

City Secretary  
City of Dripping Springs  
P.O. Box 384  
Dripping Springs, Texas 78620

**EXHIBIT A**  
**EASEMENT TRACT**



SAM, LLC  
4801 Southwest Parkway, Bldg. Two, Suite 100, Austin, TX 78735  
Ofc 512.447.0575 Fax 512.326.3029  
info@sam.biz www.sam.biz TBPLS # 10064300

**Parcel 2**  
**Legal Description**  
**City of Dripping Springs**  
**South Regional Water Reclamation Project**  
**Parcel 2A: 0.04 Acre (1,888 Square Foot)**  
**Variable Width Water, Wastewater & Permanent Access Easement**  
**Parcel 2B: 0.004 Acre (174 Square Foot)**  
**Variable Width Water, Wastewater & Permanent Access Easement**  
**Parcel 2C: 0.114 Acre (4,966 Square Foot)**  
**Variable Width Permanent Access Easement**

**Parcel 2A:**

BEING A 0.04 ACRE, VARIABLE WIDTH WATER, WASTEWATER & PERMANENT ACCESS EASEMENT, SITUATED IN THE BENJAMIN F. HANNA SURVEY NO. 28, ABSTRACT NO. 222, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 9.999 ACRE TRACT OF LAND, AS DESCRIBED IN A DEED TO DS TEN ACRE, LLC, AND RECORDED IN VOLUME 5310, PAGE 510, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.). SAID 0.04 ACRE WATER, WASTEWATER & ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch iron rod found on the called centerline of the County Road (Creek Road), also being a 30 foot wide right-of-way, dedicated to Hays County, per plat of Cypress Fork Ranch, recorded in Volume 18, Page 167, O.P.R.H.C.TX. . and Document Number 09815804 O.P.R.H.C.TX., for the northwest corner of a called 196.483 acre tract of land, described in a deed to Development Solutions Carter, LLC, recorded in Volume 5310, Page 516, O.P.R.H.C.TX., same being the northeast corner of said 9.999 acre tract and this Water, Wastewater & Access Easement. From said point, a 1/2-inch iron rod found on the existing north right-of-way line of said Creek Road, bears N 11°19'23" E, a distance of 30.17 feet;

**THENCE** S 17°55'19" W, departing said centerline, with the common line of said 9.999 acre tract and said 196.483 acre tract, a distance of 30.98 feet, to a point. From said point, a magnall in rockbed found at a corner of said 9.999 acre tract, bears S 17°55'19" W, 8.24 feet;

**THENCE** S 50°13'56" W, departing said common line, over and across said 9.999 acre tract, a distance of 13.51 feet, to a point on said common line;

**THENCE** with said common line, the following two (2) courses and distances:

- 1) S 84°09'30" W, a distance of 45.76 feet, to a point, and
- 2) S 36°43'56" W, a distance of 83.32 feet, for the south corner of this Water, Wastewater & Access Easement, said point being the beginning of a curve to the right;

**THENCE** departing said common line, over and across said 9.999 acre tract, the following two (2) courses and distances:



- 1) With said curve to the right, an arc distance of 106.42 feet, through a central angle  $24^{\circ}19'33''$ , having a radius of 250.65 feet, and a chord that bears  $N 37^{\circ}08'53'' E$ , a distance of 105.62 feet, to a point, and
- 2)  $N 50^{\circ}13'56'' E$ , a distance of 47.30 feet, to a point on the centerline of said Creek Road, for the northwest corner of this Water, Wastewater & Access Easement;

**THENCE**  $S 72^{\circ}05'53'' E$ , with said centerline, a distance of 15.91 feet, to the **POINT OF BEGINNING** and containing 0.04 acre, more or less.

**PARCEL 2B:**

BEING A 0.004 ACRE, VARIABLE WIDTH WATER, WASTEWATER & PERMANENT ACCESS EASEMENT, SITUATED IN THE BENJAMIN F. HANNA SURVEY NO. 28, ABSTRACT NO. 222, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 9.999 ACRE TRACT OF LAND, AS DESCRIBED IN A DEED TO DS TEN ACRE, LLC, AND RECORDED IN VOLUME 5310, PAGE 510, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.). SAID 0.004 ACRE WATER, WASTEWATER & ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2-inch iron rod with an orange cap stamped "CMA5911" found, for an interior ell corner of a called 196.483 acre tract of land, described in a deed to Development Solutions Carter, LLC, recorded in Volume 5310, Page 520, O.P.R.H.C.TX., for the southeast corner of said 9.999 acre tract;

**THENCE**  $N 14^{\circ}05'33'' E$ , with the common line of said 9.999 acre tract and said 196.483 acre tract, a distance of 256.07 feet to a point, for the **POINT OF BEGINNING** and the south corner of this Water, Wastewater & Access Easement, said point being the beginning of a curve to the right;

**THENCE** departing said common line, over and across said 9.999 acre tract, with said curve to the right, an arc distance of 80.66 feet, through a central angle  $18^{\circ}26'19''$ , having a radius of 250.65 feet, and a chord that bears  $N 14^{\circ}05'33'' E$ , a distance of 80.31 feet, to a point on the said common line, for the north corner of this Water, Wastewater & Access Easement, from said point, a magnail with a washer found bears  $N 60^{\circ}23'21'' E$ , 178.00 feet;

**THENCE**  $S 14^{\circ}05'33'' W$ , with said common line, a distance of 80.31 feet to the **POINT OF BEGINNING** and containing 0.004 acre, more or less.

The bearings shown hereon are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are surface in U.S. Survey Feet and may be converted to grid by multiplying the distance by a combined scale factor of 0.999870.



**PARCEL 2C:**

BEING A 0.114 ACRE, VARIABLE WIDTH PERMANENT ACCESS EASEMENT, SITUATED IN THE BENJAMIN F. HANNA SURVEY NO. 28, ABSTRACT NO. 222, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 9.999 ACRE TRACT OF LAND, AS DESCRIBED IN A DEED TO DS TEN ACRE, LLC, AND RECORDED IN VOLUME 5310, PAGE 510, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.). SAID 0.114 ACRE PERMANENT ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2-inch iron rod found on the called centerline of the County Road (Creek Road), also being a 30 foot wide right-of-way, dedicated to Hays County, per plat of Cypress Fork Ranch, recorded in Volume 18, Page 167, O.P.R.H.C.TX. and Document Number 09815804 O.P.R.H.C.TX., for the northwest corner of a called 196.483 acre tract of land, described in a deed to Development Solutions Carter, LLC, recorded in Volume 5310, Page 516, O.P.R.H.C.TX., same being the northeast corner of said 9.999 acre tract and this Permanent Access Easement;

**THENCE** S 17°55'19" W, departing said centerline, with the common line of said 9.999 acre tract and said 196.483 acre tract, a distance of feet, 18.31 to the **POINT OF BEGINNING**;

**THENCE** S 17°55'19" W, continuing along said common line, a distance of 10.81 feet the north southeasterly corner of said easement, from said point, a magnail in rockbed found at a corner of said 9.999 acre tract, bears S 17°55'19" W, 8.24 feet;

**THENCE** leaving said common line, over and across said 9.999 acre tract, the following three (3) courses and distances:

- 1) S 87°07'37" W, a distance of 27.61 feet, to the beginning of a curve to the left, and
- 2) With said curve to the left, an arc distance of 46.06 feet, through a central angle 52°47'09", having a radius of 50.00 feet, and a chord that bears S 60°44'02" W, a distance of 44.45 feet, to a point, and
- 3) South 34°20'28" West, a distance of 74.36 feet to an angle point on said common line;

**THENCE** along said common line, South 14°05'33" West, a distance of 105.34 feet to a point on said common line;

**THENCE** leaving said common line, over and across said 9.999 acre tract the following seven (7) courses and distances:

- 1) North 55°37'33" W, a distance of 21.40 feet, to a point, and
- 2) North 05°44'12" East, a distance of 27.31 feet to a point, and
- 3) North 12°44'48" East, a distance of 54.30 feet to the beginning of a curve to the right, and



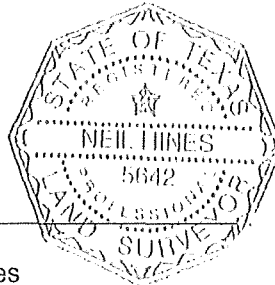
- 4) With said curve to the right, an arc distance of 21.55 feet, through a central angle  $24^{\circ}41'48''$ , having a radius of 50.00 feet, and a chord that bears North  $25^{\circ}05'42''$  East, a distance of 21.39 feet, to a point, and
- 5) North  $37^{\circ}26'36''$  East, a distance of 80.06 feet to the beginning of a curve to the right, and
- 6) With said curve to the right, an arc distance of 43.36 feet, through a central angle  $49^{\circ}41'01''$ , having a radius of 50.00 feet, and a chord that bears North  $62^{\circ}17'07''$  East, a distance of 42.01 feet to a point, and
- 7) North  $87^{\circ}07'37''$  East, a distance of 45.34 feet to the **POINT OF BEGINNING** and containing 0.114 acre (4,977 Square Feet), more or less.

This easement description is accompanied by separate plats of even date.

Bearing Basis:

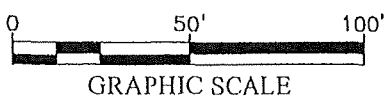
All bearings shown are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by multiplying by a combined factor of 0.9999870. Units: U.S. Survey Feet.

*Neil Hines*



Neil Hines  
Registered Professional Land Surveyor  
Texas Registration Number 5642

Date: *21 November 2022*



PLAT OF WATER, WASTEWATER &  
ACCESS EASEMENT  
SOUTH REGIONAL WATER  
RECLAMATION PROJECT  
CITY OF DRIPPING SPRINGS

PARCEL 2A & 2B  
HAYS COUNTY, TEXAS



BENJAMIN F. HANNA SURVEY  
NO. 28, ABSTRACT 222

CREEK ROAD  
30' ROADWAY R.O.W.  
DEDICATION TO HAYS CO.  
VOL. 18, PG. 167  
O.P.R.H.C.TX.  
DOC. NO. 09815804  
O.P.R.H.C.TX.

DOYLE M. FELLERS  
AND CLAIREEN FELLERS  
REMAINDER OF LOT 3  
CYPRESS FORK RANCH SUBDIVISION  
BK. 8, PG. 167  
P.R.H.C.TX.  
VACATED IN  
INSTRUMENT NO. 20020847  
O.P.R.H.C.TX.

CALLED CENTERLINE OF  
COUNTY ROAD (CREEK ROAD)

PARCEL 2A  
WATER, WASTEWATER &  
PERMANENT ACCESS  
EASEMENT  
0.04 AC.

PARCEL 2C  
PROPOSED PERMANENT  
ACCESS EASEMENT  
SEE SHEET 7 of 8

DS TEN ACRE, LLC  
CALLED 9.999 ACRES  
VOL. 5310, PG. 510  
O.P.R.H.C.TX.

TEMPORARY  
CONSTRUCTION EASEMENT  
0.30 AC.

PARCEL 2B  
WATER, WASTEWATER &  
PERMANENT ACCESS  
EASEMENT  
0.004 AC.

DEVELOPMENT SOLUTIONS  
CARTER, LLC  
CALLED 196.483 ACRES  
VOL. 5310, PG. 516  
O.P.R.H.C.TX.

MICHAEL VAN PFULLMAN  
CALLED 3.50 ACRES  
VOL. 4776, PG. 578  
O.P.R.H.C.TX.

LIMESTONE DRIPPING SPRINGS, LLC  
A CALLED 453.709 ACRE TRACT  
VOL. 4438, PG. 870  
D.R.H.C.TX.

PROPOSED 30'  
WATER & WASTEWATER  
EASEMENT

P.O.C. PARCEL 2B  
1/2" W/ORANGE CAP  
"CMA5911"

CITY OF DRIPPING SPRINGS

JOB NUMBER: 47232
DATE: 1/03/2020
SCALE: 1:50
SURVEYOR: HINES
TECHNICIAN: HILER
DRAWING: 2_DS_TEN
TRACT ID: 2_DS_TEN

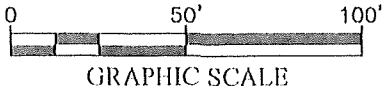


4801 Southwest Parkway  
Building Two, Suite 100  
Austin Texas, 78735  
Of: 512.447.0575  
Fax: 512.326.3029  
email: info@sam.biz

Texas Firm Registration No. 10064300

PROJECT: WATER, WASTEWATER  
& ACCESS EASEMENT  
SHEET 5  
OF 8



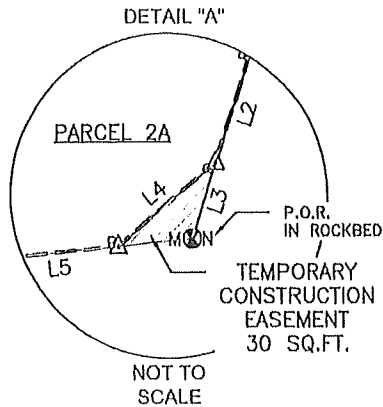


PARCEL 2A & 2B  
HAYS COUNTY, TEXAS

PLAT OF WATER, WASTEWATER &  
ACCESS EASEMENT  
SOUTH REGIONAL WATER  
RECLAMATION PROJECT  
CITY OF DRIPPING SPRINGS



LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	N11°19'23"E	30.17'
L2	S17°55'19"W	30.98'
L3	S17°55'19"W	8.24'
L4	S50°13'56"W	13.51'
L5	S84°09'30"W	45.76'
L6	N50°13'56"E	47.30'
L7	S72°05'53"E	15.91'



- LEGEND**
- PL ——— PARCEL LIMITS
  - PL ----- APPROXIMATE SURVEY LINE
  - ADJ ----- ADJOINER PROPERTY
  - ..... FLYTIE
  - FENCE
  - EDGE OF ROAD
  - IRON ROD FOUND (AS NOTED)
  - △ CALCULATED POINT
  - ⊙ MAG NAIL FOUND
  - D.R.H.C.TX. DEED RECORDS HAYS COUNTY, TEXAS
  - P.R.H.C.TX. PLAT RECORDS HAYS COUNTY, TEXAS
  - O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
  - P.O.B. POINT OF BEGINNING
  - P.O.R. POINT OF REFERENCE
  - P.O.C. POINT OF COMMENCEMENT
  - [ ] PERMANENT EASEMENT
  - [ / / ] TEMPORARY CONSTRUCTION EASEMENT
  - [ X X X ] PERMANENT ACCESS EASEMENT

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	024°19'33"	250.65'	106.42'	N37°08'53"E	105.62'
C2	018°26'19"	250.65'	80.66'	N14°05'33"E	80.31'

**NOTES:**

- ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83 (2011). ALL DISTANCES ARE REPRESENTED IN SURFACE VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM. TO OBTAIN GRID DISTANCE MULTIPLY BY CSF OF 0.999870.
- RECORD INFORMATION SHOWN HEREON IS BASED UPON TITLE COMMITMENT ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY GF. NO. 19-2533-CR, EFFECTIVE DATE: SEPTEMBER 23, 2022, ISSUED OCTOBER 19, 2022.
- FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF EASEMENT.
- THIS EASEMENT PLAT AND THE ATTACHED DESCRIPTION WERE PREPARED FOR THE PURPOSES OF CREATING AN EASEMENT AND ARE NOT INTENDED FOR USE AS A PROPERTY BOUNDARY SURVEY.

*Neil Hines 21 November 2022*  
 \_\_\_\_\_  
 NEIL HINES DATE  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 NO. 5642 - STATE OF TEXAS



CITY OF DRIPPING SPRINGS

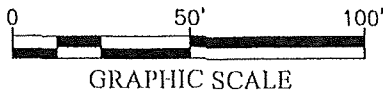
JOB NUMBER: 47232
DATE: 11/03/2020
SCALE: 1/80
SURVEYOR: NEIL HINES
TECHNICIAN: JILLER
DRAWING: 2-DS-TEN
TRACT: 1016-2-DS-TEN



4801 Southwest Parkway  
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 Fax: 512.326.3020  
 email: Info@sam.biz

Texas Firm Registration No. 10064300

PROJECT: WATER, WASTEWATER  
& ACCESS EASEMENT  
 SHEET 6  
 OF 8



PLAT OF WATER, WASTEWATER &  
ACCESS EASEMENT  
SOUTH REGIONAL WATER  
RECLAMATION PROJECT  
CITY OF DRIPPING SPRINGS

PARCEL 2C  
HAYS COUNTY, TEXAS

CALLLED CENTERLINE OF  
COUNTY ROAD (CREEK ROAD)

CREEK ROAD  
30' ROADWAY R.O.W.  
DEDICATION TO HAYS CO.  
VOL. 18, PG. 167  
O.P.R.H.C.TX.  
DOC. NO. 09815804  
O.P.R.H.C.TX.

EXISTING R.O.W.

DOYLE M. FELLERS  
AND CLAIREEN FELLERS  
REMAINDER OF LOT 3  
CYPRESS FORK RANCH SUBDIVISION  
BK. 8, PG. 167  
P.R.H.C.TX.  
VACATED IN  
INSTRUMENT NO. 20020847  
O.P.R.H.C.TX.

PARCEL 2A  
WATER, WASTEWATER  
& ACCESS EASEMENT  
(0.04 AC.)

BENJAMIN F. MANNA SURVEY  
NO. 28, ABSTRACT 222

TEMPORARY CONSTRUCTION  
EASEMENT (0.30 AC.)

DS TEN ACRES, LLC  
CALLED 9.999 ACRES  
VOL. 5310, PG. 510  
O.P.R.H.C.TX.

PARCEL 2C  
PERMANENT  
ACCESS EASEMENT  
(0.114 AC.)

PARCEL 2B  
WATER, WASTEWATER &  
PERMANENT ACCESS  
EASEMENT  
(0.004 AC.)

MICHAEL VAN PFULLMAN  
CALLED 3.50 ACRES  
VOL. 4776, PG. 578  
O.P.R.H.C.TX.

TEMPORARY CONSTRUCTION  
EASEMENT (0.30 AC.)

DEVELOPMENT SOLUTIONS  
CARTER, LLC  
CALLED 196.483 ACRES  
VOL. 5310, PG. 516  
O.P.R.H.C.TX.

LIMESTONE DRIPPING SPRINGS, LLC  
A CALLED 453.709 ACRE TRACT  
VOL. 4438, PG. 870  
O.R.H.C.TX.

PROPOSED 30'  
WATER & WASTEWATER  
EASEMENT

P.O.R.  
1/2" W/ORANGE CAP  
"CMA5911"

CITY OF DRIPPING SPRINGS

JOB NUMBER: 47232  
DATE: 5/14/2020  
SCALE: 1/50  
SURVEYOR: HINES  
TECHNICIAN: EVANS  
DRAWING: 2\_DS\_TEN  
TRACT: 2\_DS\_TEN

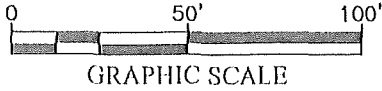


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PROJECT: WATER, WASTEWATER  
& ACCESS EASEMENT

SHEET 7  
OF 8

Texas Firm Registration No. 10064300



PARCEL 2C  
HAYS COUNTY, TEXAS

PLAT OF WATER, WASTEWATER &  
ACCESS EASEMENT  
SOUTH REGIONAL WATER  
RECLAMATION PROJECT  
CITY OF DRIPPING SPRINGS



LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	S17°55'19"W	18.31'
L2	S17°55'19"W	10.81'
L3	S87°07'37"W	27.61'
L4	S34°20'28"W	74.36'
L5	S14°05'33"W	105.90'
L6	N55°37'33"W	21.40'
L7	N05°44'12"E	27.31'
L8	N12°44'48"E	54.30'
L9	N37°26'36"E	80.06'
L10	N87°07'37"E	45.34'

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	052°47'09"	50.00'	46.06'	S60°44'02"W	44.45'
C2	024°41'48"	50.00'	21.55'	N25°05'42"E	21.39'
C3	049°41'01"	50.00'	43.36'	N62°17'07"E	42.01'

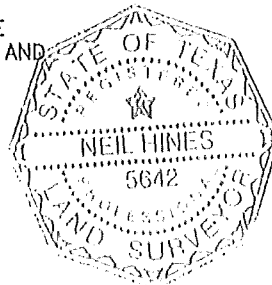
LEGEND

- R ——— PARCEL LIMITS
- L ——— APPROXIMATE SURVEY LINE
- ADJOINER PROPERTY
- ..... FLYTIE
- FENCE
- EDGE OF ROAD
- IRON ROD FOUND (AS NOTED)
- △ CALCULATED POINT
- ⊙ MAG NAIL FOUND
- D.R.H.C.TX. DEED RECORDS HAYS COUNTY, TEXAS
- P.R.H.C.TX. PLAT RECORDS HAYS COUNTY, TEXAS
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- P.O.C. POINT OF COMMENCEMENT
- [ ] PERMANENT EASEMENT
- [ / ] TEMPORARY CONSTRUCTION EASEMENT
- [ X ] PERMANENT ACCESS EASEMENT

NOTES:

- ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83 (2011). ALL DISTANCES ARE REPRESENTED IN SURFACE VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM. TO OBTAIN GRID DISTANCE MULTIPLY BY CSF OF 0.999870.
- RECORD INFORMATION SHOWN HEREON IS BASED UPON TITLE COMMITMENT ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY GF. NO. 19-2533-CR, EFFECTIVE DATE: SEPTEMBER 23, 2022, ISSUED OCTOBER 19, 2022. FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF EASEMENT.
- THIS EASEMENT PLAT AND THE ATTACHED DESCRIPTION WERE PREPARED FOR THE PURPOSES OF CREATING AN EASEMENT AND ARE NOT INTENDED FOR USE AS A PROPERTY BOUNDARY SURVEY.

*Neil Hines 21 November 2022*  
NEIL HINES \_\_\_\_\_ DATE  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 5642 - STATE OF TEXAS



CITY OF DRIPPING SPRINGS

JOB NUMBER: 47232
DATE: 11/21/2020
SCALE: 1"=50'
SURVEYOR: NEIL HINES
TECHNICIAN: P. EVANS
DRAWING: P-2_DS_TEN
TRACT: DP-2_DS_TEN



4801 Southwest Parkway  
Building Two, Suite 100  
Austin Texas, 78735  
Ofc: 512.447.0575  
Fax: 512.326.3020  
email: Info@sam.biz

Texas Firm Registration No. 10064300

PROJECT: WATER, WASTEWATER  
& ACCESS EASEMENT

SHEET 8  
OF 8

# Exhibit A-2

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

**ACCESS EASEMENT**  
(CORPORATE)

**Date:** \_\_\_\_\_

**Grantor:** **SIEPIELA DEVELOPMENT CORPORATION**, a Texas corporation

**Grantor's Address:** 12222 Merit Drive, Suite 1020  
Dallas, Texas 75251

**Grantee:** **CITY OF DRIPPING SPRINGS, TEXAS**, a Texas General Law municipal corporation situated in Hays County

**Grantee's Address:** P.O. Box 384  
511 Mercer Street  
Dripping Springs, Hays County, Texas 78620

**Property:** An exclusive easement and right-of-way ("Easement") in, upon, over, along, through and across the parcel of real property of Grantor which is more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference ("Easement Tract 2C").

**Consideration:** Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid to Grantor for which no lien either express or implied is retained.

**GRANT OF EASEMENT:**

**SIEPIELA DEVELOPMENT CORPORATION**, a Texas corporation ("Grantor"), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby GRANT, SELL AND CONVEY unto **THE CITY OF DRIPPING SPRINGS, TEXAS**, a General Law municipality located in Hays County, Texas ("Grantee") the Easement in, upon, over, along, through and across the Easement Tract TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the right and privilege at any and all times to enter the Easement Tract with full rights of ingress and egress from the adjoining property of Grantor, or any part thereof, for the purpose of construction, operation, maintenance, replacement, upgrade, and repair of the improvements which are constructed and installed therein or thereon under the terms of this Easement.

Grantor, on behalf of Grantor and its successors and assigns, does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, though, or under Grantor, but not otherwise.

**CHARACTER OF EASEMENT:**

The Easement granted herein is "in gross," in that there is no "Benefitted Property." Nevertheless, the Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof. The Easement rights of use granted herein are irrevocable. The Easement is for the benefit of Grantee.

**PURPOSE OF EASEMENT:**

The Easement shall be used to provide access to public wastewater and water utility facilities for placement, construction, installation, replacement, repair, and operation and maintenance of public wastewater pipelines, public water pipelines, and related utility appurtenances, and access for making connections thereto.

**DURATION OF EASEMENT:**

The Easement shall be perpetual. Grantor hereby binds Grantor and Grantor's heirs, legal representatives, successors and assigns, to warrant and forever defend the Easement unto Grantee, its successors and assigns, against any person whomsoever lawfully claiming.

**GRANTOR USE:**

Grantor hereby retains, reserves, and shall continue to enjoy the use of the Easement Tract (or grant to others the right to do the same as conditioned herein) for any purpose and all purposes that do not interfere with or prevent the use by Grantee of the Easement herein granted for the Purpose of Easement. Grantee has the right to trim and cut down trees and shrubbery and to remove other improvements and structures located within the Easement Tract, without Grantor recourse, to the extent such acts are necessary to prevent interference with the operation or repairs to Grantee's facilities or Easement Purpose within the Easement Tract.

**RESERVATIONS:**

Notwithstanding anything contained herein to the contrary, Grantor reserves for itself, its successors and assigns, all of the following (the "Reservations"):

(1) Grantor hereby retains, reserves, and shall continue to enjoy all mineral interests in the Easement, whether metallic or nonmetallic, whether similar or dissimilar, whether known or unknown, currently owned by Grantor in, on, and under and that may be produced and saved from the Easement or acreage pooled or unitized therewith, and the full and exclusive executive rights to execute leases in connection therewith, provided, however, so long as such activities do not damage, destroy, injure, and/or interfere with Grantee's use of the Easement for the Easement Purpose.

(2) Grantor hereby retains all groundwater rights in and to the Easement, whether known or unknown, currently owned by Grantor in, on, and under and that may be produced and saved from the Easement or acreage pooled or unitized therewith, and the full and exclusive executive rights to execute leases in connection therewith, provided, however, so long as such activities do not damage, destroy, injure, and/or interfere with Grantee's use of the Easement for the Easement Purpose.

**ADDITIONAL TERMS:**

The Easement and Grantee's use thereof shall be subject to the following additional terms and conditions ("Additional Terms");

(1) For initial construction of the Facilities, Grantee shall require its construction contractor to provide notice to Grantor at least 48 hours prior to the start of construction, and Grantee shall use commercially reasonable efforts to coordinate the performance of such work with Grantor and to schedule such work at times that will not materially and adversely affect Grantor's ability to access and use the remainder of Grantor's property including Grantor's other property.

(2) For maintenance and scheduled repairs to the Facilities, Grantee shall contact Grantor prior to entering the Easement. No prior notice is required of Grantee to enter the easement for emergency repairs of the Facilities or when access to the Easement is necessary for compliance with any municipal, federal or state regulation, permit, order, or other legal requirement.

Upon completion of initial construction of the Project and future construction within the Easement Tract, Grantee shall remove all construction debris and other material remaining on the site after construction; remove any disturbed rock, roots, and soil; remove any temporary barriers; remove any temporary access roads and drainage Grantee's facilities; revegetate disturbed vegetated areas; and restore roadway surfaces to the condition existing at the date of execution or better condition, unless requested otherwise by Grantor and Grantee will restore the ground surface of the Easement as nearly as practicable to the vegetation, contour and condition which existed immediately prior to the commencement of such construction and repair in a good and workmanlike manner to a good or better condition as the condition which existed immediately prior to the commencement of such construction any and all fences, parking surfaces, drainage, irrigation, and other utility systems which are cut or damaged by Grantee or use within the Easement Tract.

(3) Prior to the start of construction of the Project, Grantee agrees to install all barriers required by any municipal, federal or state agency (and timely obtain permit(s) from such entities) to prevent loss of disturbed soil, and Grantor may require Grantee to install temporary access roads and drainage facilities needed for access.

(4) All notices required or permitted to be given under this Easement shall be considered sufficiently given if delivered by (a) hand, courier or overnight delivery service to the physical address listed below, (b) certified or registered mail, return receipt requested to the mailing addresses listed below, or (b) by telephone to the phone numbers listed below:

If to Grantor:

**SIEPIELA DEVELOPMENT CORPORATION**

Attn: Gregory L. Rich  
12222 Merit Drive, Suite 1020  
Dallas, TX 75251  
972-960-2777 (O) Ext-103  
972-960-2660 (F)  
[grich@siepiela.com](mailto:grich@siepiela.com)

If to Grantee:

The City of Dripping Springs  
Attn: City Secretary  
P.O. Box 384  
Dripping Springs, Texas 78620

Notice shall be effective upon the other party's receipt of the notice. Either party may specify a different address for delivery of notices by written notice to the physical addresses specified above or as changed by notice over time.

(5) This conveyance is made by Grantor and accepted by Grantee subject to any and all existing easements, covenants, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, relating to the Easement, to the extent, and only to the extent, that the same may still be in force and effect, and either shown of record in the office of the County Clerk of Hays County, or that may be visibly apparent on the surface of the Easement Tract ("Prior Encumbrances"). Grantee agrees, to the fullest extent permitted by law, to indemnify, defend, and hold Grantor, its successors, assignees, licensees, occupants, officers, agents, employees, and contractors (each a "Grantor Party" and, collectively, the "Grantor Parties") harmless from and against any and all claims, losses, damages, liabilities and/or costs (including, without limitation, court costs and actual and reasonable attorneys' fees) arising from Grantee's exercise of any of their rights under this Easement that affects any right or property of any grantee or beneficiary under any of the Prior Encumbrances.

**(6) BY ITS ACCEPTANCE OF THIS EASEMENT CONVEYANCE, AND AS A MATERIAL PART OF THE CONSIDERATION, GRANTEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT (i) ANY INFORMATION PROVIDED TO GRANTEE PERTAINING TO THE EASEMENT BY GRANTOR HAS NOT BEEN INDEPENDENTLY INVESTIGATED OR VERIFIED BY GRANTOR, (ii) GRANTOR IS NOT MAKING, AND HAS NOT MADE, ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION; AND (iii) GRANTOR IS NOT, AND WILL NOT BE, LIABLE OR BOUND IN ANY MANNER WHATSOEVER BY ANY WRITTEN OR VERBAL STATEMENT, REPRESENTATION, REPORT, SURVEY, OR INFORMATION FURNISHED TO GRANTEE, OR MADE BY ANY PARTY WITH RESPECT TO THE EASEMENT HEREBY CONVEYED. GRANTEE SPECIFICALLY AGREES THAT**



HAVING BEEN GIVEN THE OPPORTUNITY TO CONDUCT SUCH TESTS, STUDIES, AND INVESTIGATIONS AS GRANTEE DEEMS NECESSARY AND APPROPRIATE, GRANTEE IS RELYING SOLELY UPON ITS OWN INVESTIGATION OF GRANTOR'S PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY GRANTOR. GRANTEE FURTHER AGREES THAT GRANTEE HAS PURCHASED AND ACCEPTED THE EASEMENT IN ITS CURRENT, "AS IS," WITH ALL FAULTS CONDITION, AND TO HAVE ASSUMED THE RISK OF ANY MATTER OR CONDITION WHICH IS LATENT OR PATENT OR THAT COULD HAVE BEEN REVEALED BY THEIR INVESTIGATIONS. GRANTOR HAS NOT MADE (AND GRANTOR HEREBY EXPRESSLY DISCLAIMS, AND GRANTOR IS SELLING THE EASEMENT WITHOUT) ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER, AS TO THE VALUE, CONDITION, NATURE, CHARACTER, SUITABILITY, HABITABILITY, OR FITNESS OF THE EASEMENT, THE PRESENCE OR ABSENCE OF ANY HAZARDOUS MATERIAL OR OTHER ENVIRONMENTAL CONDITION OR COMPLIANCE OF GRANTOR'S LAND WITH, OR VIOLATION OF, ANY LAW, STATUTE, ORDINANCE, RULE, OR REGULATION, AND ANY OF SUCH REPRESENTATIONS AND WARRANTIES, AND ANY CLAIMS OR CAUSES OF ACTION AGAINST GRANTOR BASED ON OR ARISING WITH RESPECT TO ANY SUCH VIOLATION OF ANY FEDERAL, STATE, OR LOCAL STATUTE, ORDINANCE, RULE, OR REGULATION ARISING PRIOR TO GRANTEE'S PURCHASE OF THE EASEMENT TRACT ARE HEREBY EXPRESSLY WAIVED AND RELEASED BY GRANTEE.

(7) GRANTOR WILL NOT BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE OF REPAIR OF ANY IMPROVEMENTS WITHIN THE EASEMENT. GRANTEE WILL BE RESPONSIBLE THROUGH ITS AGENTS, CONTRACTORS AND EMPLOYEES AND RELATED CONTRACTS FOR THE DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE, AND REPAIR OF ALL IMPROVEMENTS WITHIN THE EASEMENT, AND ANY DAMAGES RESULTING FROM THE ACTIVITIES OF GRANTEE HEREUNDER OR GRANTEE'S USE OF THE EASEMENT, OR ANY OTHER PORTION OF GRANTOR'S PROPERTY BY GRANTEE, OR GRANTEE'S EMPLOYEES, AGENTS, CONTRACTORS, CUSTOMERS, OR INVITEES AND, TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTEE HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD THE GRANTOR PARTIES HARMLESS FROM ANY CLAIMS, COSTS, DAMAGES, EXPENSES, AND LEGAL FEES OR COSTS ASSOCIATED WITH ANY OF THE FOREGOING, SUBJECT TO AND INCORPORATING INDEMINIFICATION AND INSURANCE REQUIREMENTS BETWEEN GRANTEE AND ITS AGENTS AND CONSTRUCTORS. NOTHING CONTAINED IN THIS INSTRUMENT WILL EVER BE CONSTRUED TO PLACE UPON GRANTOR ANY MANNER OF LIABILITY FOR INJURY TO OR DEATH OF PERSONS OR FOR DAMAGE TO OR LOSS OF PROPERTY ARISING FROM OR IN ANY MANNER CONNECTED WITH THE ACTS, CONDUCT, OR NEGLIGENCE OF GRANTEE, OR THEIR CONTRACTORS, IN THE DESIGN, CONSTRUCTION, OR MAINTENANCE OF ANY IMPROVEMENT WITHIN THE EASEMENT.

(8) Grantee covenants and agrees that, in conducting its operations on Grantor's Property, Grantee shall comply with all applicable laws, statutes, rules, and regulations. In the

event of any leak, spill or release of any hazardous substances caused by or arising from Grantee's operation of the improvements ("Contamination"), Grantee shall take immediate action to stop such Contamination and to clean up and remediate any affected soil, groundwater or other areas in accordance with applicable laws, statutes, rules and regulations. Without limiting any of Grantor's rights or Grantee's obligations set forth elsewhere in this instrument, to the fullest extent permitted by law, Grantee shall indemnify, defend, and hold harmless Grantor from and against any and all claims, actions, judgements, fines, or other proceedings relating to a Contamination action initiated against the Grantor Parties by any third party or government agency, and shall also promptly reimburse any costs and expenses (including, without limitation, reasonable attorney's fees) incurred by the Grantor to defend or resolve such proceedings, except to the extent such Contamination was caused by the negligence or willful misconduct of Grantor or Grantor's employees, agents, contractors, customers, or invitees. The indemnity provision herein shall survive the termination of this instrument, provided the obligation arose prior to such termination.

**INSURANCE:**

(1) Grantee shall maintain policies of commercial general liability and automobile liability insurance as agreed with Grantor.

(2) Upon request, Grantee shall furnish to Grantor certificates evidencing the insurance described, which insurance shall be issued by companies qualified and authorized to do business within the State of Texas and which shall name Grantor as an additional named insured.

Any use of the Easement or any other portion of Grantor's property by Grantee and any construction shall be done in compliance with applicable law.

*[Signatures Next Page]*

In witness whereof, this instrument is executed this \_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTOR:**

**SIEPIELA DEVELOPMENT CORPORATION,**  
a Texas corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS

§

CORPORATE ACKNOWLEDGMENT

§

COUNTY OF WILLIAMSON

§

This instrument was acknowledged before me, the undersigned authority, this \_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, on behalf of said **SIEPIELA DEVELOPMENT CORPORATION**, a Texas corporation.

\_\_\_\_\_  
Notary Public In and For  
The State of Texas

My Commission expires: \_\_\_\_\_

AFTER RECORDING RETURN TO:

City Secretary  
City of Dripping Springs  
P.O. Box 384  
Dripping Springs, Texas 78620

**EXHIBIT "A"**  
**EASEMENT TRACT**



SAM, LLC  
4801 Southwest Parkway, Bldg. Two, Suite 100, Austin, TX 78735  
Ofc 512.447.0575 Fax 512.326.3029  
info@sam.biz www.sam.biz TBPLS # 10064300

**Parcel 2**  
**Legal Description**  
**City of Dripping Springs**  
**South Regional Water Reclamation Project**  
**Parcel 2A: 0.04 Acre (1,888 Square Foot)**  
**Variable Width Water, Wastewater & Permanent Access Easement**  
**Parcel 2B: 0.004 Acre (174 Square Foot)**  
**Variable Width Water, Wastewater & Permanent Access Easement**  
**Parcel 2C: 0.114 Acre (4,966 Square Foot)**  
**Variable Width Permanent Access Easement**

**Parcel 2A:**

BEING A 0.04 ACRE, VARIABLE WIDTH WATER, WASTEWATER & PERMANENT ACCESS EASEMENT, SITUATED IN THE BENJAMIN F. HANNA SURVEY NO. 28, ABSTRACT NO. 222, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 9.999 ACRE TRACT OF LAND, AS DESCRIBED IN A DEED TO DS TEN ACRE, LLC, AND RECORDED IN VOLUME 5310, PAGE 510, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.). SAID 0.04 ACRE WATER, WASTEWATER & ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch iron rod found on the called centerline of the County Road (Creek Road), also being a 30 foot wide right-of-way, dedicated to Hays County, per plat of Cypress Fork Ranch, recorded in Volume 18, Page 167, O.P.R.H.C.TX. . and Document Number 09815804 O.P.R.H.C.TX., for the northwest corner of a called 196.483 acre tract of land, described in a deed to Development Solutions Carter, LLC, recorded in Volume 5310, Page 516, O.P.R.H.C.TX., same being the northeast corner of said 9.999 acre tract and this Water, Wastewater & Access Easement. From said point, a 1/2-inch iron rod found on the existing north right-of-way line of said Creek Road, bears N 11°19'23" E, a distance of 30.17 feet;

**THENCE** S 17°55'19" W, departing said centerline, with the common line of said 9.999 acre tract and said 196.483 acre tract, a distance of 30.98 feet, to a point. From said point, a magnail in rockbed found at a corner of said 9.999 acre tract, bears S 17°55'19" W, 8.24 feet;

**THENCE** S 50°13'56" W, departing said common line, over and across said 9.999 acre tract, a distance of 13.51 feet, to a point on said common line;

**THENCE** with said common line, the following two (2) courses and distances:

- 1) S 84°09'30" W, a distance of 45.76 feet, to a point, and
- 2) S 36°43'56" W, a distance of 83.32 feet, for the south corner of this Water, Wastewater & Access Easement, said point being the beginning of a curve to the right;

**THENCE** departing said common line, over and across said 9.999 acre tract, the following two (2) courses and distances:



- 1) With said curve to the right, an arc distance of 106.42 feet, through a central angle  $24^{\circ}19'33''$ , having a radius of 250.65 feet, and a chord that bears  $N 37^{\circ}08'53'' E$ , a distance of 105.62 feet, to a point, and
- 2)  $N 50^{\circ}13'56'' E$ , a distance of 47.30 feet, to a point on the centerline of said Creek Road, for the northwest corner of this Water, Wastewater & Access Easement;

**THENCE**  $S 72^{\circ}05'53'' E$ , with said centerline, a distance of 15.91 feet, to the **POINT OF BEGINNING** and containing 0.04 acre, more or less.

**PARCEL 2B:**

BEING A 0.004 ACRE, VARIABLE WIDTH WATER, WASTEWATER & PERMANENT ACCESS EASEMENT, SITUATED IN THE BENJAMIN F. HANNA SURVEY NO. 28, ABSTRACT NO. 222, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 9.999 ACRE TRACT OF LAND, AS DESCRIBED IN A DEED TO DS TEN ACRE, LLC, AND RECORDED IN VOLUME 5310, PAGE 510, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. (O.P.R.H.C.TX.). SAID 0.004 ACRE WATER, WASTEWATER & ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2-inch iron rod with an orange cap stamped "CMA5911" found, for an interior ell corner of a called 196.483 acre tract of land, described in a deed to Development Solutions Carter, LLC, recorded in Volume 5310, Page 520, O.P.R.H.C.TX., for the southeast corner of said 9.999 acre tract;

**THENCE**  $N 14^{\circ}05'33'' E$ , with the common line of said 9.999 acre tract and said 196.483 acre tract, a distance of 256.07 feet to a point, for the **POINT OF BEGINNING** and the south corner of this Water, Wastewater & Access Easement, said point being the beginning of a curve to the right;

**THENCE** departing said common line, over and across said 9.999 acre tract, with said curve to the right, an arc distance of 80.66 feet, through a central angle  $18^{\circ}26'19''$ , having a radius of 250.65 feet, and a chord that bears  $N 14^{\circ}05'33'' E$ , a distance of 80.31 feet, to a point on the said common line, for the north corner of this Water, Wastewater & Access Easement, from said point, a magnail with a washer found bears  $N 60^{\circ}23'21'' E$ , 178.00 feet;

**THENCE**  $S 14^{\circ}05'33'' W$ , with said common line, a distance of 80.31 feet to the **POINT OF BEGINNING** and containing 0.004 acre, more or less.

The bearings shown hereon are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are surface in U.S. Survey Feet and may be converted to grid by multiplying the distance by a combined scale factor of 0.999870.



**PARCEL 2C:**

BEING A 0.114 ACRE, VARIABLE WIDTH PERMANENT ACCESS EASEMENT, SITUATED IN THE BENJAMIN F. HANNA SURVEY NO. 28, ABSTRACT NO. 222, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 9.999 ACRE TRACT OF LAND, AS DESCRIBED IN A DEED TO DS TEN ACRE, LLC, AND RECORDED IN VOLUME 5310, PAGE 510, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.). SAID 0.114 ACRE PERMANENT ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2-inch iron rod found on the called centerline of the County Road (Creek Road), also being a 30 foot wide right-of-way, dedicated to Hays County, per plat of Cypress Fork Ranch, recorded in Volume 18, Page 167, O.P.R.H.C.TX. and Document Number 09815804 O.P.R.H.C.TX., for the northwest corner of a called 196.483 acre tract of land, described in a deed to Development Solutions Carter, LLC, recorded in Volume 5310, Page 516, O.P.R.H.C.TX., same being the northeast corner of said 9.999 acre tract and this Permanent Access Easement;

**THENCE** S 17°55'19" W, departing said centerline, with the common line of said 9.999 acre tract and said 196.483 acre tract, a distance of feet, 18.31 to the **POINT OF BEGINNING**;

**THENCE** S 17°55'19" W, continuing along said common line, a distance of 10.81 feet the north southeasterly corner of said easement, from said point, a magnail in rockbed found at a corner of said 9.999 acre tract, bears S 17°55'19" W, 8.24 feet;

**THENCE** leaving said common line, over and across said 9.999 acre tract, the following three (3) courses and distances:

- 1) S 87°07'37" W, a distance of 27.61 feet, to the beginning of a curve to the left, and
- 2) With said curve to the left, an arc distance of 46.06 feet, through a central angle 52°47'09", having a radius of 50.00 feet, and a chord that bears S 60°44'02" W, a distance of 44.45 feet, to a point, and
- 3) South 34°20'28" West, a distance of 74.36 feet to an angle point on said common line;

**THENCE** along said common line, South 14°05'33" West, a distance of 105.34 feet to a point on said common line;

**THENCE** leaving said common line, over and across said 9.999 acre tract the following seven (7) courses and distances:

- 1) North 55°37'33" W, a distance of 21.40 feet, to a point, and
- 2) North 05°44'12" East, a distance of 27.31 feet to a point, and
- 3) North 12°44'48" East, a distance of 54.30 feet to the beginning of a curve to the right, and



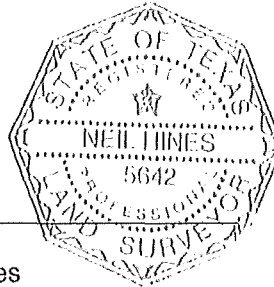
- 4) With said curve to the right, an arc distance of 21.55 feet, through a central angle 24°41'48", having a radius of 50.00 feet, and a chord that bears North 25°05'42" East, a distance of 21.39 feet, to a point, and
- 5) North 37°26'36" East, a distance of 80.06 feet to the beginning of a curve to the right, and
- 6) With said curve to the right, an arc distance of 43.36 feet, through a central angle 49°41'01", having a radius of 50.00 feet, and a chord that bears North 62°17'07" East, a distance of 42.01 feet to a point, and
- 7) North 87°07'37" East, a distance of 45.34 feet to the **POINT OF BEGINNING** and containing 0.114 acre (4,977 Square Feet), more or less.

This easement description is accompanied by separate plats of even date.

Bearing Basis:

All bearings shown are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by multiplying by a combined factor of 0.9999870. Units: U.S. Survey Feet.

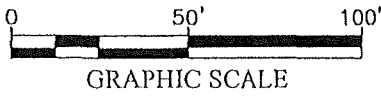
*Neil Hines*



Neil Hines  
Registered Professional Land Surveyor  
Texas Registration Number 5642

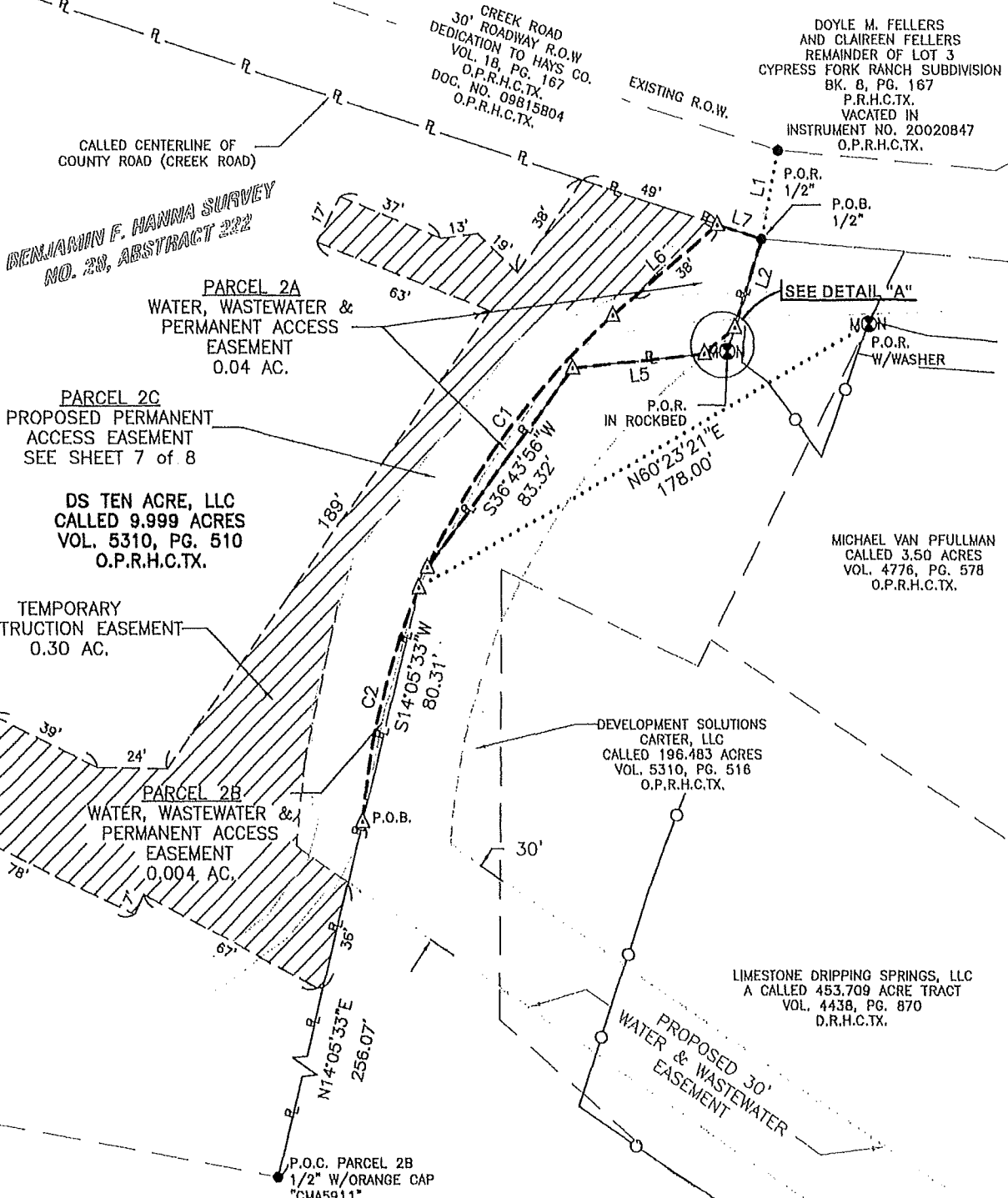
Date: *21 November 2022*





**PLAT OF WATER, WASTEWATER &  
ACCESS EASEMENT  
SOUTH REGIONAL WATER  
RECLAMATION PROJECT  
CITY OF DRIPPING SPRINGS**

PARCEL 2A & 2B  
HAYS COUNTY, TEXAS



JOB NUMBER: 47232
DATE: 3/03/2020
SCALE: 1"=50'
SURVEYOR: HINES
TECHNICIAN: HILER
DRAWING: P-2_DS_TEN
TRACT ID: P-2_DS_TEN

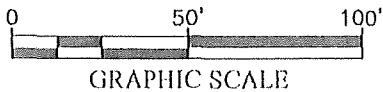


4801 Southwest Parkway  
Building Two, Suite 100  
Austlin Texas, 78735  
Ofc: 512.447.0575  
Fax: 512.326.3029  
email: info@sam.biz

PROJECT: WATER, WASTEWATER & ACCESS EASEMENT

SHEET 5 OF 8

Texas Firm Registration No. 10064300

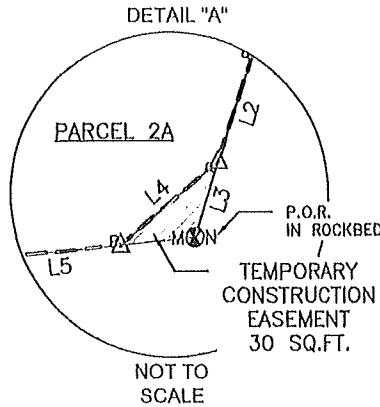


PARCEL 2A & 2B  
HAYS COUNTY, TEXAS

PLAT OF WATER, WASTEWATER &  
ACCESS EASEMENT  
SOUTH REGIONAL WATER  
RECLAMATION PROJECT  
CITY OF DRIPPING SPRINGS

N

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	N11°19'23"E	30.17'
L2	S17°55'19"W	30.98'
L3	S17°55'19"W	8.24'
L4	S50°13'56"W	13.51'
L5	S84°09'30"W	45.76'
L6	N50°13'56"E	47.30'
L7	S72°05'53"E	15.91'



LEGEND

- RL —— PARCEL LIMITS
- SL ----- APPROXIMATE SURVEY LINE
- ADJOINER PROPERTY
- ..... FLYTIE
- FENCE
- EDGE OF ROAD
- IRON ROD FOUND (AS NOTED)
- △ CALCULATED POINT
- ⊗ MAG NAIL FOUND
- D.R.H.C.TX. DEED RECORDS HAYS COUNTY, TEXAS
- P.R.H.C.TX. PLAT RECORDS HAYS COUNTY, TEXAS
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- P.O.C. POINT OF COMMENCEMENT
- [ ] PERMANENT EASEMENT
- [ / ] TEMPORARY CONSTRUCTION EASEMENT
- [ X ] PERMANENT ACCESS EASEMENT

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	024°19'33"	250.65'	106.42'	N37°08'53"E	105.62'
C2	018°26'19"	250.65'	80.66'	N14°05'33"E	80.31'

NOTES:

- ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NADB3 (2011). ALL DISTANCES ARE REPRESENTED IN SURFACE VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM. TO OBTAIN GRID DISTANCE MULTIPLY BY CSF OF 0.999870.
- RECORD INFORMATION SHOWN HEREON IS BASED UPON TITLE COMMITMENT ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY GF. NO. 19-2533-CR, EFFECTIVE DATE: SEPTEMBER 23, 2022, ISSUED OCTOBER 19, 2022.
- FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF EASEMENT.
- THIS EASEMENT PLAT AND THE ATTACHED DESCRIPTION WERE PREPARED FOR THE PURPOSES OF CREATING AN EASEMENT AND ARE NOT INTENDED FOR USE AS A PROPERTY BOUNDARY SURVEY.

*Neil Hines 21 November 2022*  
 \_\_\_\_\_  
 NEIL HINES DATE  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 NO. 5642 - STATE OF TEXAS



CITY OF DRIPPING SPRINGS

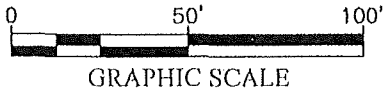
JOB NUMBER: 47232
DATE: 3/03/2020
SCALE: 1"=50'
SURVEYOR: N. HINES
TECHNICIAN: HILLES
DRAWING: 2-DS-TEN
TRACT: 101F-2-DS-TEN



4001 Southwest Parkway  
 Building Two, Suite 100  
 Austin Texas, 78735  
 Ofc: 512.447.0575  
 Fax: 512.326.3020  
 email: Info@sam.biz

Texas Firm Registration No. 10064300

PROJECT: WATER, WASTEWATER  
& ACCESS EASEMENT  
 SHEET 6  
 OF 8



PLAT OF WATER, WASTEWATER &  
ACCESS EASEMENT  
SOUTH REGIONAL WATER  
RECLAMATION PROJECT  
CITY OF DRIPPING SPRINGS

PARCEL 2C  
HAYS COUNTY, TEXAS

DOYLE M. FELLERS  
AND CLAREEN FELLERS  
REMAINDER OF LOT 3  
CYPRESS FORK RANCH SUBDIVISION  
BK. 8, PG. 167  
P.R.H.C.TX.  
VACATED IN  
INSTRUMENT NO. 20020847  
O.P.R.H.C.TX.

PARCEL 2A  
WATER, WASTEWATER  
& ACCESS EASEMENT  
(0.04 AC.)

BENJAMIN F. HANNA SURVEY  
NO. 28, ABSTRACT 222

TEMPORARY CONSTRUCTION  
EASEMENT (0.30 AC.)

DS TEN ACRES, LLC  
CALLED 9.999 ACRES  
VOL. 5310, PG. 510  
O.P.R.H.C.TX.

PARCEL 2C  
PERMANENT  
ACCESS EASEMENT  
(0.114 AC.)

PARCEL 2B  
WATER, WASTEWATER &  
PERMANENT ACCESS  
EASEMENT  
(0.004 AC.)

MICHAEL VAN PFULLMAN  
CALLED 3.50 ACRES  
VOL. 4776, PG. 578  
O.P.R.H.C.TX.

TEMPORARY CONSTRUCTION  
EASEMENT (0.30 AC.)

DEVELOPMENT SOLUTIONS  
CARTER, LLC  
CALLED 196.483 ACRES  
VOL. 5310, PG. 516  
O.P.R.H.C.TX.

LIMESTONE DRIPPING SPRINGS, LLC  
A CALLED 453.709 ACRE TRACT  
VOL. 4438, PG. 870  
D.R.H.C.TX.

P.O.R.  
1/2" W/ORANGE CAP  
"CMA59111"

PROPOSED 30'  
WATER & WASTEWATER  
EASEMENT

CITY OF DRIPPING SPRINGS

JOB NUMBER: 47232  
DATE: 5/14/2020  
SCALE: 1:50  
SURVEYOR: N. HINES  
TECHNICIAN: P. EVANS  
DRAWING: P-2\_DS\_TEN  
TRACY ID: P-2\_DS\_TEN

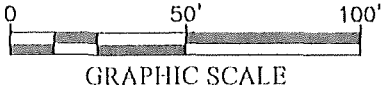


4801 Southwest Parkway  
Building Two, Suite 100  
Austin, Texas, 78735  
Of: 512.447.0575  
Fax: 512.326.3020  
email: info@sam.biz

PROJECT: WATER, WASTEWATER  
& ACCESS EASEMENT

SHEET 7  
OF 8

Texas Firm Registration No. 10064300



PARCEL 2C  
HAYS COUNTY, TEXAS

PLAT OF WATER, WASTEWATER &  
ACCESS EASEMENT  
SOUTH REGIONAL WATER  
RECLAMATION PROJECT  
CITY OF DRIPPING SPRINGS



LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	S17°55'19"W	18.31'
L2	S17°55'19"W	10.81'
L3	S87°07'37"W	27.61'
L4	S34°20'28"W	74.36'
L5	S14°05'33"W	105.90'
L6	N55°37'33"W	21.40'
L7	N05°44'12"E	27.31'
L8	N12°44'48"E	54.30'
L9	N37°26'36"E	80.06'
L10	N87°07'37"E	45.34'

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	052°47'09"	50.00'	46.06'	S60°44'02"W	44.45'
C2	024°41'48"	50.00'	21.55'	N25°05'42"E	21.39'
C3	049°41'01"	50.00'	43.36'	N62°17'07"E	42.01'

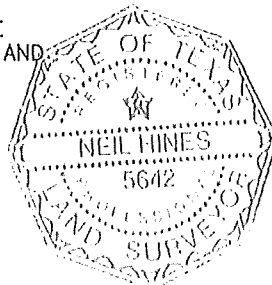
LEGEND

- P.L. ——— PARCEL LIMITS
- S.L. ----- APPROXIMATE SURVEY LINE
- ADJOINER PROPERTY
- ..... FLYTIE
- FENCE
- EDGE OF ROAD
- IRON ROD FOUND (AS NOTED)
- △ CALCULATED POINT
- ⊙ MAG NAIL FOUND
- D.R.H.C.TX. DEED RECORDS HAYS COUNTY, TEXAS
- P.R.H.C.TX. PLAT RECORDS HAYS COUNTY, TEXAS
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- P.O.C. POINT OF COMMENCEMENT
- [ ] PERMANENT EASEMENT
- [ / ] TEMPORARY CONSTRUCTION EASEMENT
- [ X ] PERMANENT ACCESS EASEMENT

NOTES:

- ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83 (2011). ALL DISTANCES ARE REPRESENTED IN SURFACE VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM. TO OBTAIN GRID DISTANCE MULTIPLY BY CSF OF 0.999870.
- RECORD INFORMATION SHOWN HEREON IS BASED UPON TITLE COMMITMENT ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY GF. NO. 19-2533-CR, EFFECTIVE DATE: SEPTEMBER 23, 2022, ISSUED OCTOBER 19, 2022. FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF EASEMENT.
- THIS EASEMENT PLAT AND THE ATTACHED DESCRIPTION WERE PREPARED FOR THE PURPOSES OF CREATING AN EASEMENT AND ARE NOT INTENDED FOR USE AS A PROPERTY BOUNDARY SURVEY.

*Neil Hines 21 November 2022*  
 \_\_\_\_\_  
 NEIL HINES DATE  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 NO. 5642 -- STATE OF TEXAS



CITY OF DRIPPING SPRINGS

JOB NUMBER: 47232  
 DATE: 11/21/2020  
 SCALE: 1"=60'  
 SURVEYOR: NEIL HINES  
 TECHNICIAN: EVANS  
 DRAWING: 3-DS-TEN  
 TRACT: 101P-2-DS-TEN



4801 Southwest Parkway  
 Building Two, Suite 100  
 Austin Texas, 78735  
 Ofc: 512.447.0575  
 Fax: 512.326.3020  
 email: Info@sam.biz

PROJECT: WATER, WASTEWATER  
& ACCESS EASEMENT

SHEET 8  
OF 8

Texas Firm Registration No. 10064300

# Exhibit A-3

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

**TEMPORARY CONSTRUCTION EASEMENT**  
(CORPORATE)

**Date:** \_\_\_\_\_

**Grantor:** **SIEPIELA DEVELOPMENT CORPORATION**, a Texas corporation

**Grantor’s Address:** 12222 Merit Drive, Suite 1020  
Dallas, Texas 75251

**Grantee:** **CITY OF DRIPPING SPRINGS, TEXAS**, a Texas General Law municipal corporation situated in Hays County

**Grantee’s Address:** P.O. Box 384  
511 Mercer Street  
Dripping Springs, Hays County, Texas 78620

**Property:** An exclusive approximately 0.30 acre temporary easement and right-of-way (“Easement”) in, upon, across, over, along and through the parcel of real property of Grantor which is more particularly described on **Exhibit “A”**, attached hereto and incorporated herein by reference (“Easement Tract 2TCE”).

**Consideration:** Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid to Grantor for which no lien either express or implied is retained

**GRANT OF EASEMENT:**

**SIEPIELA DEVELOPMENT CORPORATION**, a Texas corporation (“Grantor”), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby GRANT, SELL AND CONVEY unto **THE CITY OF DRIPPING SPRINGS, TEXAS**, a General Law municipality located in Hays County, Texas (“Grantee”) the Easement in, upon, across, over, along and through the Easement Tract TO HAVE AND TO HOLD the same for the Duration to Grantee and its successors and assigns, together with the right and privilege at any and all times to enter the Easement Tract with full rights of ingress and egress from the adjoining property of Grantor, or any part thereof, for the purpose of construction of the City of Dripping Springs wastewater system improvements Texas Water Development Board Project No. 73819.

Grantor, on behalf of Grantor and its, legal representatives, successors and assigns, does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted on the Easement Tract, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise, for the Duration of the Easement.

**CHARACTER OF EASEMENT:**

The Easement rights of use granted herein are temporary and limited to the Duration stated herein. The Easement is for the benefit of Grantee. The Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof if the property transfers ownership before the Duration of the Easement.

**PURPOSE OF EASEMENT:**

The Easement shall be used for storing equipment and materials located at **City of Dripping Springs South Regional Water Reclamation Project** ("Project"), for construction staging and operations, for the construction of the wastewater system improvements, and other purposes related to construction of the Project (the "Easement Purpose").

**DURATION OF EASEMENT:**

This Easement is temporary, and will become effective from the date of execution of the Easement and continue for two (2) years, when it will terminate automatically, unless extended in writing and recorded by Grantor prior to expiration of two years from the date of execution ("Duration" of the Easement).

**USE OF EASEMENT:**

Prior to the start of construction, Grantee agrees to install any temporary barriers required by any municipal Federal or State authority and obtain any required permits to prevent loss of disturbed soil. Prior to termination of the Easement, Grantee agrees to restore the surface of the Easement Tract as follows: remove any construction debris or other material remaining on the site after construction, remove any disturbed rock, roots, and soil, remove any temporary barriers, revegetate disturbed vegetated areas, and restore roadway surfaces to existing or better condition, unless requested otherwise by Grantor. The termination of this Temporary Construction Easement shall not, in any way, cancel, terminate, reduce, or diminish any permanent easements granted by Grantor to Grantee.

**GRANTOR USE:**

Grantor hereby retains, reserves, and shall continue to enjoy the use of the Easement Tract (or grant to others the right to do the same as conditioned herein) for any and all purposes that do not interfere with or prevent the use by Grantee of the Easement herein granted for the Easement Purpose for the Duration of the Easement. Grantee has the right to trim trees and shrubbery without Grantor recourse, to the extent reasonably necessary to prevent interference with use within the Easement Tract for the Easement Purpose.

**RESERVATIONS:**

Notwithstanding anything contained herein to the contrary, Grantor reserves for itself, its successors and assigns, all of the following (the “Reservations”):

(1) Grantor hereby retains, reserves, and shall continue to enjoy the use of the Easement Tract (or grant to others the right to do the same as conditioned herein) for any and all purposes that do not interfere with or prevent the use by Grantee of the Easement herein granted for the Easement Purpose;

(2) Grantee has the right to trim trees and shrubbery located within the Easement without Grantor recourse to the extent such trimming is necessary to prevent interference with the Easement Purpose within the Easement Tract;

(3) Grantor hereby retains, reserves and shall continue to enjoy all mineral interests in the Easement, whether metallic or nonmetallic, whether similar or dissimilar, whether known or unknown, currently owned by Grantor in, on, and under and that may be produced and saved from the Easement or acreage pooled or unitized therewith, and the full and exclusive executive rights to execute leases in connection therewith, provided, however, so long as such activities do not damage, destroy, injure, and/or interfere with Grantee’s use of the Easement for the Easement Purpose during the Duration of the Easement; and

(4) Grantor hereby retains, reserves and shall continue to enjoy all groundwater rights in and to the Easement, whether known or unknown, currently owned by Grantor in, on, and under and that may be produced and saved from the Easement or acreage pooled or unitized therewith, and the full and exclusive executive rights to execute leases in connection therewith, provided, however, so long as such activities do not damage, destroy, injure, and/or interfere with Grantee’s use of the Easement for the Easement Purpose during the Duration of the Easement.

**ADDITIONAL TERMS:**

The Easement and Grantee’s use thereof shall be subject to the following additional terms and conditions (the “Additional Terms”):

(1) Grantee, its successors, and assigns will not dig, excavate or drill within the Easement, or construct any improvements within the Easement, without first notifying Grantor in writing at least three (3) days prior to commencing such work. Grantee shall use commercially reasonable efforts to coordinate the performance of any such work with Grantor and to schedule such work at times that will not materially and adversely affect Grantor’s ability to access and use the remainder of Grantor’s property including Grantor’s other property.

(2) Grantee will promptly (a) upon completion of initial construction of the Project, and prior to the termination of the Easement: remove all construction debris and other material remaining on the site after construction; remove any disturbed rock, roots, and soil; remove any temporary barriers; remove any temporary access roads and drainage facilities; revegetate disturbed vegetated areas; and restore roadway surfaces to the condition existing at the date of execution or better condition, unless requested otherwise by Grantor and restore the ground surface of the Easement as nearly as practicable to the vegetation, contour and condition which



existed immediately prior to the commencement of such construction and repair in a good and workmanlike manner to a good or better condition as the condition which existed immediately prior to the commencement of such construction any and all fences, parking surfaces, drainage, irrigation, and other utility systems which are cut or damaged by Grantee; and (b) restore, at Grantee's sole cost and expense, any damage caused by Grantee or its agents, servants, employees, contractors, or subcontractors to Grantor's landscaping, grasses, trees, shrubbery, fences, buildings, improvements, drives, parking surfaces, or other property; or, if such damages cannot be reasonably restored by Grantee, pay Grantor or Grantor's licensees and occupants for the reasonable cost of such required repair and restoration.

(3) Prior to the start of construction of the Project, Grantee agrees to install all barriers required by any municipal, federal or state agency (and timely obtain permit(s) from such entities) to prevent loss of disturbed soil, and Grantor may require Grantee to install temporary access roads and drainage facilities needed for access.

(4) The termination of this Temporary Construction Easement shall not, in any way, cancel, terminate, reduce, or diminish any separately granted permanent Easement granted by Grantor.

(5) All notices required or permitted to be given under this Temporary Access and Construction Easement (CORPORATE) shall be in writing and shall be considered sufficiently given if delivered to the specified address by (a) hand, courier or overnight delivery service or (b) certified or registered mail, return receipt requested:

If to Grantor:

**SIEPIELA DEVELOPMENT CORPORATION**

Attn: Gregory L. Rich  
12222 Merit Drive, Suite 1020  
Dallas, TX 75251  
972-960-2777 (O) Ext-103  
972-960-2660 (F)  
[grych@siepiela.com](mailto:grych@siepiela.com)

If to Grantee:

**The City of Dripping Springs**

Attn: City Secretary  
P.O. Box 384  
Dripping Springs, Texas 78620

A notice shall be effective upon the other party's receipt of the notice. Either party may specify a different address for delivery of notices by written notice to the other party as provided herein.

(6) This Easement may be signed in counterparts with the same effect as if each party signed one instrument.

(7) This conveyance is made by Grantor and accepted by Grantee subject to any and all existing easements, covenants, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, relating to the Easement, to the extent, and only to the extent, that the same may still be in force and effect, and either shown of record in the office of the County Clerk of the County in which any part of Grantor's property is located, or that may be apparent on Grantor's property (the "Prior Encumbrances"). Grantee agrees, to the fullest extent permitted by law, to indemnify, defend, and hold Grantor, its successors, assignees, licensees, occupants, officers, agents, employees, and contractors (each a "Grantor Party" and, collectively, the "Grantor Parties") harmless from and against any and all claims, losses, damages, liabilities and/or costs (including, without limitation, court costs and actual and reasonable attorneys' fees) arising from or related to Grantee's exercise of any of their rights under this Easement that affects any right or property of any grantee or beneficiary under any of the Prior Encumbrances.

**(8) BY ITS ACCEPTANCE OF THIS EASEMENT CONVEYANCE, AND AS A MATERIAL PART OF THE CONSIDERATION, GRANTEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT (i) ANY INFORMATION PROVIDED TO GRANTEE PERTAINING TO THE EASEMENT BY GRANTOR HAS NOT BEEN INDEPENDENTLY INVESTIGATED OR VERIFIED BY GRANTOR, (ii) GRANTOR IS NOT MAKING, AND HAS NOT MADE, ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION; AND (iii) GRANTOR IS NOT, AND WILL NOT BE, LIABLE OR BOUND IN ANY MANNER WHATSOEVER BY ANY WRITTEN OR VERBAL STATEMENT, REPRESENTATION, REPORT, SURVEY, OR INFORMATION FURNISHED TO GRANTEE, OR MADE BY ANY PARTY WITH RESPECT TO THE EASEMENT HEREBY CONVEYED. GRANTEE SPECIFICALLY AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO CONDUCT SUCH TESTS, STUDIES, AND INVESTIGATIONS AS GRANTEE DEEMS NECESSARY AND APPROPRIATE, GRANTEE IS RELYING SOLELY UPON ITS OWN INVESTIGATION OF GRANTOR'S PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY GRANTOR. GRANTEE FURTHER AGREES THAT GRANTEE HAS PURCHASED AND ACCEPTED THE EASEMENT IN ITS CURRENT, "AS IS," WITH ALL FAULTS CONDITION, AND TO HAVE ASSUMED THE RISK OF ANY MATTER OR CONDITION WHICH IS LATENT OR PATENT OR THAT COULD HAVE BEEN REVEALED BY THEIR INVESTIGATIONS. GRANTOR HAS NOT MADE (AND GRANTOR HEREBY EXPRESSLY DISCLAIMS, AND GRANTOR IS SELLING THE EASEMENT WITHOUT) ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER, AS TO THE VALUE, CONDITION, NATURE, CHARACTER, SUITABILITY, HABITABILITY, OR FITNESS OF THE EASEMENT, THE PRESENCE OR ABSENCE OF ANY HAZARDOUS MATERIAL OR OTHER ENVIRONMENTAL CONDITION OR COMPLIANCE OF GRANTOR'S LAND WITH, OR VIOLATION OF, ANY LAW, STATUTE, ORDINANCE, RULE, OR REGULATION, AND ANY OF SUCH REPRESENTATIONS AND WARRANTIES, AND ANY CLAIMS OR CAUSES OF ACTION AGAINST GRANTOR BASED ON OR ARISING WITH RESPECT TO ANY SUCH VIOLATION OF ANY FEDERAL, STATE, OR LOCAL STATUTE, ORDINANCE, RULE, OR REGULATION ARE HEREBY EXPRESSLY WAIVED AND RELEASED BY GRANTEE.**

(9) **GRANTEE WILL BE SOLELY RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ANY IMPROVEMENTS THAT IT CONSTRUCTS WITHIN THE EASEMENT, THE OPERATION, MAINTENANCE, AND REPAIR THEREOF, AND ANY DAMAGES RESULTING FROM THE ACTIVITIES OF GRANTEE HEREUNDER OR GRANTEE'S USE OF THE EASEMENT, OR ANY OTHER PORTION OF GRANTOR'S PROPERTY BY GRANTEE, OR GRANTEE'S EMPLOYEES, AGENTS, CONTRACTORS, CUSTOMERS, OR INVITEES AND, TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTEE HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD THE GRANTOR PARTIES HARMLESS FROM ANY CLAIMS, COSTS, DAMAGES, EXPENSES, AND LEGAL FEES OR COSTS ASSOCIATED WITH ANY OF THE FOREGOING. NOTHING CONTAINED IN THIS INSTRUMENT WILL EVER BE CONSTRUED TO PLACE UPON GRANTOR ANY MANNER OF LIABILITY FOR INJURY TO OR DEATH OF PERSONS OR FOR DAMAGE TO OR LOSS OF PROPERTY ARISING FROM OR IN ANY MANNER CONNECTED WITH THE ACTS, CONDUCT, OR NEGLIGENCE OF GRANTEE, OR THEIR CONTRACTORS, IN THE DESIGN, CONSTRUCTION, OR MAINTENANCE OF ANY IMPROVEMENT WITHIN THE EASEMENT.**

(10) Grantee covenants and agrees that, in conducting its operations on Grantor's Property, Grantee shall comply with all applicable laws, statutes, rules, and regulations. In the event of any leak, spill or release of any hazardous substances caused by or arising from Grantee's operation of the improvements (a "Contamination"), Grantee shall take immediate action to stop such Contamination and to clean up and remediate any affected soil, groundwater or other areas in accordance with applicable laws, statutes, rules and regulations in compliance with the highest applicable standards.. Without limiting any of Grantor's rights or Grantee's obligations set forth elsewhere in this instrument, to the fullest extent permitted by law, Grantee shall indemnify, defend, and hold harmless Grantor from and against any and all claims, actions, judgements, fines, or other proceedings relating to a Contamination initiated against the Grantor Parties by any third party or governmental agency, and shall also promptly reimburse any costs and expenses (including, without limitation, reasonable attorney's fees) incurred by the Grantor to defend or resolve such proceedings, except to the extent such Contamination was caused by the negligence or willful misconduct of Grantor or Grantor's employees, agents, contractors, customers, or invitees. The indemnity provision herein shall survive the termination of this instrument, provided the obligation arose prior to such termination.

**INSURANCE:**

(1) Grantee shall maintain policies of commercial general liability insurance as agreed with Grantor.

(2) Grantee shall furnish to Grantor certificates evidencing the insurance described in this Section 2, which insurance shall be issued by companies qualified and authorized to do business within the State of Texas and which shall name Grantor as an additional named insured.

Any use of the Easement or any other portion of Grantor's property by Grantee and any construction shall be done in compliance with applicable law.

In witness whereof, this instrument is executed this \_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTOR:**

**SIEPIELA DEVELOPMENT CORPORATION,**  
a Texas corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF TEXAS**

§  
§  
§

**COUNTY OF HAYS**

**CORPORATE ACKNOWLEDGMENT**

This instrument was acknowledged before me, the undersigned authority, this \_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, on behalf of said **SIEPIELA DEVELOPMENT CORPORATION**, a Texas corporation.

\_\_\_\_\_  
Notary Public In and For  
The State of Texas

My Commission expires: \_\_\_\_\_

AFTER RECORDING RETURN TO:

City Secretary  
City of Dripping Springs  
P.O. Box 384  
Dripping Springs, Texas 78620

**EXHIBIT "A"**

**EASEMENT TRACT**



SAM, LLC  
4801 Southwest Parkway, Bldg. Two, Suite 100, Austin, TX 78735  
Ofc 512.447.0575 Fax 512.326.3029  
info@sam.biz www.sam.biz TBPLS # 10064300

**Parcel 2**  
**Legal Description**  
**City of Dripping Springs**  
**South Regional Water Reclamation Project**  
**Parcel 2A: 0.04 Acre (1,888 Square Foot)**  
**Variable Width Water, Wastewater & Permanent Access Easement**  
**Parcel 2B: 0.004 Acre (174 Square Foot)**  
**Variable Width Water, Wastewater & Permanent Access Easement**  
**Parcel 2C: 0.114 Acre (4,966 Square Foot)**  
**Variable Width Permanent Access Easement**

**Parcel 2A:**

BEING A 0.04 ACRE, VARIABLE WIDTH WATER, WASTEWATER & PERMANENT ACCESS EASEMENT, SITUATED IN THE BENJAMIN F. HANNA SURVEY NO. 28, ABSTRACT NO. 222, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 9.999 ACRE TRACT OF LAND, AS DESCRIBED IN A DEED TO DS TEN ACRE, LLC, AND RECORDED IN VOLUME 5310, PAGE 510, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.). SAID 0.04 ACRE WATER, WASTEWATER & ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch iron rod found on the called centerline of the County Road (Creek Road), also being a 30 foot wide right-of-way, dedicated to Hays County, per plat of Cypress Fork Ranch, recorded in Volume 18, Page 167, O.P.R.H.C.TX. . and Document Number 09815804 O.P.R.H.C.TX., for the northwest corner of a called 196.483 acre tract of land, described in a deed to Development Solutions Carter, LLC, recorded in Volume 5310, Page 516, O.P.R.H.C.TX., same being the northeast corner of said 9.999 acre tract and this Water, Wastewater & Access Easement. From said point, a 1/2-inch iron rod found on the existing north right-of-way line of said Creek Road, bears N 11°19'23" E, a distance of 30.17 feet;

**THENCE** S 17°55'19" W, departing said centerline, with the common line of said 9.999 acre tract and said 196.483 acre tract, a distance of 30.98 feet, to a point. From said point, a magnail in rockbed found at a corner of said 9.999 acre tract, bears S 17°55'19" W, 8.24 feet;

**THENCE** S 50°13'56" W, departing said common line, over and across said 9.999 acre tract, a distance of 13.51 feet, to a point on said common line;

**THENCE** with said common line, the following two (2) courses and distances:

- 1) S 84°09'30" W, a distance of 45.76 feet, to a point, and
- 2) S 36°43'56" W, a distance of 83.32 feet, for the south corner of this Water, Wastewater & Access Easement, said point being the beginning of a curve to the right;

**THENCE** departing said common line, over and across said 9.999 acre tract, the following two (2) courses and distances:



- 1) With said curve to the right, an arc distance of 106.42 feet, through a central angle  $24^{\circ}19'33''$ , having a radius of 250.65 feet, and a chord that bears  $N 37^{\circ}08'53'' E$ , a distance of 105.62 feet, to a point, and
- 2)  $N 50^{\circ}13'56'' E$ , a distance of 47.30 feet, to a point on the centerline of said Creek Road, for the northwest corner of this Water, Wastewater & Access Easement;

**THENCE**  $S 72^{\circ}05'53'' E$ , with said centerline, a distance of 15.91 feet, to the **POINT OF BEGINNING** and containing 0.04 acre, more or less.

**PARCEL 2B:**

BEING A 0.004 ACRE, VARIABLE WIDTH WATER, WASTEWATER & PERMANENT ACCESS EASEMENT, SITUATED IN THE BENJAMIN F. HANNA SURVEY NO. 28, ABSTRACT NO. 222, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 9.999 ACRE TRACT OF LAND, AS DESCRIBED IN A DEED TO DS TEN ACRE, LLC, AND RECORDED IN VOLUME 5310, PAGE 510, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.). SAID 0.004 ACRE WATER, WASTEWATER & ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2-inch iron rod with an orange cap stamped "CMA5911" found, for an interior ell corner of a called 196.483 acre tract of land, described in a deed to Development Solutions Carter, LLC, recorded in Volume 5310, Page 520, O.P.R.H.C.TX., for the southeast corner of said 9.999 acre tract;

**THENCE**  $N 14^{\circ}05'33'' E$ , with the common line of said 9.999 acre tract and said 196.483 acre tract, a distance of 256.07 feet to a point, for the **POINT OF BEGINNING** and the south corner of this Water, Wastewater & Access Easement, said point being the beginning of a curve to the right;

**THENCE** departing said common line, over and across said 9.999 acre tract, with said curve to the right, an arc distance of 80.66 feet, through a central angle  $18^{\circ}26'19''$ , having a radius of 250.65 feet, and a chord that bears  $N 14^{\circ}05'33'' E$ , a distance of 80.31 feet, to a point on the said common line, for the north corner of this Water, Wastewater & Access Easement, from said point, a magnail with a washer found bears  $N 60^{\circ}23'21'' E$ , 178.00 feet;

**THENCE**  $S 14^{\circ}05'33'' W$ , with said common line, a distance of 80.31 feet to the **POINT OF BEGINNING** and containing 0.004 acre, more or less.

The bearings shown hereon are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are surface in U.S. Survey Feet and may be converted to grid by multiplying the distance by a combined scale factor of 0.999870.



**PARCEL 2C:**

BEING A 0.114 ACRE, VARIABLE WIDTH PERMANENT ACCESS EASEMENT, SITUATED IN THE BENJAMIN F. HANNA SURVEY NO. 28, ABSTRACT NO. 222, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 9.999 ACRE TRACT OF LAND, AS DESCRIBED IN A DEED TO DS TEN ACRE, LLC, AND RECORDED IN VOLUME 5310, PAGE 510, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.). SAID 0.114 ACRE PERMANENT ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2-inch iron rod found on the called centerline of the County Road (Creek Road), also being a 30 foot wide right-of-way, dedicated to Hays County, per plat of Cypress Fork Ranch, recorded in Volume 18, Page 167, O.P.R.H.C.TX. and Document Number 09815804 O.P.R.H.C.TX., for the northwest corner of a called 196.483 acre tract of land, described in a deed to Development Solutions Carter, LLC, recorded in Volume 5310, Page 516, O.P.R.H.C.TX., same being the northeast corner of said 9.999 acre tract and this Permanent Access Easement;

**THENCE** S 17°55'19" W, departing said centerline, with the common line of said 9.999 acre tract and said 196.483 acre tract, a distance of feet, 18.31 to the **POINT OF BEGINNING**;

**THENCE** S 17°55'19" W, continuing along said common line, a distance of 10.81 feet the north southeasterly corner of said easement, from said point, a magnail in rockbed found at a corner of said 9.999 acre tract, bears S 17°55'19" W, 8.24 feet;

**THENCE** leaving said common line, over and across said 9.999 acre tract, the following three (3) courses and distances:

- 1) S 87°07'37" W, a distance of 27.61 feet, to the beginning of a curve to the left, and
- 2) With said curve to the left, an arc distance of 46.06 feet, through a central angle 52°47'09", having a radius of 50.00 feet, and a chord that bears S 60°44'02" W, a distance of 44.45 feet, to a point, and
- 3) South 34°20'28" West, a distance of 74.36 feet to an angle point on said common line;

**THENCE** along said common line, South 14°05'33" West, a distance of 105.34 feet to a point on said common line;

**THENCE** leaving said common line, over and across said 9.999 acre tract the following seven (7) courses and distances:

- 1) North 55°37'33" W, a distance of 21.40 feet, to a point, and
- 2) North 05°44'12" East, a distance of 27.31 feet to a point, and
- 3) North 12°44'48" East, a distance of 54.30 feet to the beginning of a curve to the right, and



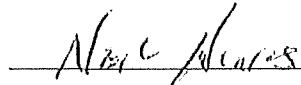
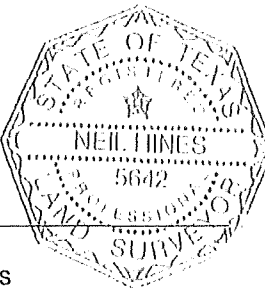


- 4) With said curve to the right, an arc distance of 21.55 feet, through a central angle 24°41'48", having a radius of 50.00 feet, and a chord that bears North 25°05'42" East, a distance of 21.39 feet, to a point, and
- 5) North 37°26'36" East, a distance of 80.06 feet to the beginning of a curve to the right, and
- 6) With said curve to the right, an arc distance of 43.36 feet, through a central angle 49°41'01", having a radius of 50.00 feet, and a chord that bears North 62°17'07" East, a distance of 42.01 feet to a point, and
- 7) North 87°07'37" East, a distance of 45.34 feet to the **POINT OF BEGINNING** and containing 0.114 acre (4,977 Square Feet), more or less.

This easement description is accompanied by separate plats of even date.

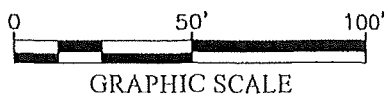
Bearing Basis:

All bearings shown are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by multiplying by a combined factor of 0.9999870. Units: U.S. Survey Feet.

Neil Hines  
Registered Professional Land Surveyor  
Texas Registration Number 5642

Date: 21 November 2022



PLAT OF WATER, WASTEWATER & ACCESS EASEMENT  
SOUTH REGIONAL WATER RECLAMATION PROJECT  
CITY OF DRIPPING SPRINGS

PARCEL 2A & 2B  
HAYS COUNTY, TEXAS



BENJAMIN F. MANNA SURVEY  
NO. 28, ABSTRACT 222

CREEK ROAD  
30' ROADWAY R.O.W.  
DEDICATION TO HAYS CO.  
VOL. 18, PG. 167  
O.P.R.H.C.TX.  
DOC. NO. 09815804  
O.P.R.H.C.TX.

DOYLE M. FELLERS  
AND CLAIREN FELLERS  
REMAINDER OF LOT 3  
CYPRESS FORK RANCH SUBDIVISION  
BK. 8, PG. 167  
P.R.H.C.TX.  
VACATED IN  
INSTRUMENT NO. 20020847  
O.P.R.H.C.TX.

CALLED CENTERLINE OF  
COUNTY ROAD (CREEK ROAD)

PARCEL 2A  
WATER, WASTEWATER &  
PERMANENT ACCESS  
EASEMENT  
0.04 AC.

PARCEL 2C  
PROPOSED PERMANENT  
ACCESS EASEMENT  
SEE SHEET 7 of 8

DS TEN ACRE, LLC  
CALLED 9.999 ACRES  
VOL. 5310, PG. 510  
O.P.R.H.C.TX.

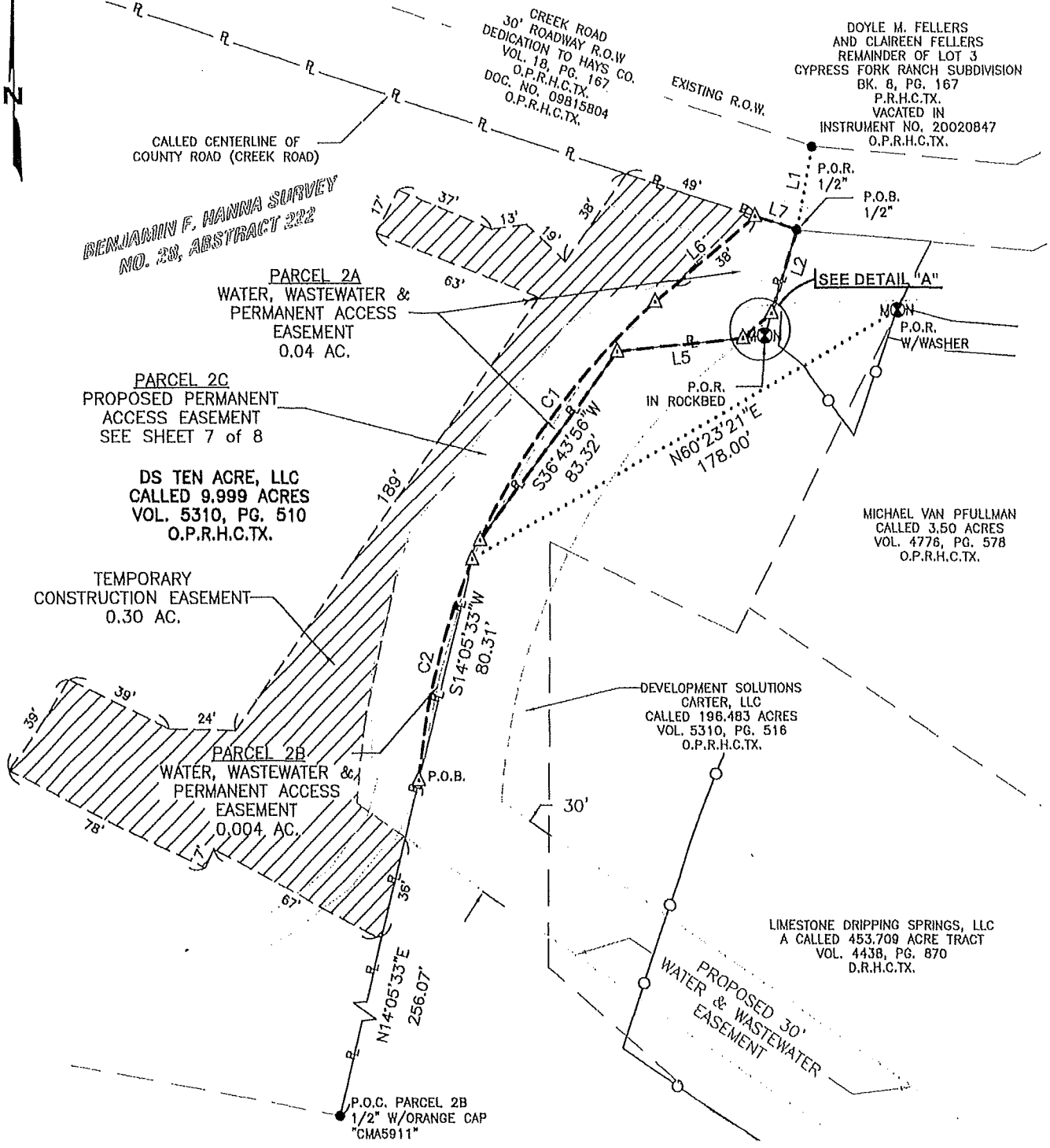
TEMPORARY  
CONSTRUCTION EASEMENT  
0.30 AC.

PARCEL 2B  
WATER, WASTEWATER &  
PERMANENT ACCESS  
EASEMENT  
0.004 AC.

DEVELOPMENT SOLUTIONS  
CARTER, LLC  
CALLED 196.483 ACRES  
VOL. 5310, PG. 516  
O.P.R.H.C.TX.

MICHAEL VAN PFULLMAN  
CALLED 3.50 ACRES  
VOL. 4776, PG. 578  
O.P.R.H.C.TX.

LIMESTONE DRIPPING SPRINGS, LLC  
A CALLED 453.709 ACRE TRACT  
VOL. 4438, PG. 870  
D.R.H.C.TX.



CITY OF DRIPPING SPRINGS

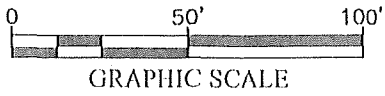
JOB NUMBER: 47232
DATE: 3/03/2020
SCALE: 1:50
SURVEYOR: J. HINES
TECHNICIAN: E. HILGER
DRAWING: P-2_DS_TEN
TRACT: TRACT 2_DS_TEN



4801 Southwest Parkway  
Building Two, Suite 100  
Austin Texas, 78735  
Ofc: 512.447.0575  
Fax: 512.326.3029  
email: info@sam.biz

PROJECT: WATER, WASTEWATER  
& ACCESS EASEMENT  
SHEET 5  
OF 8

Texas Firm Registration No. 10064300

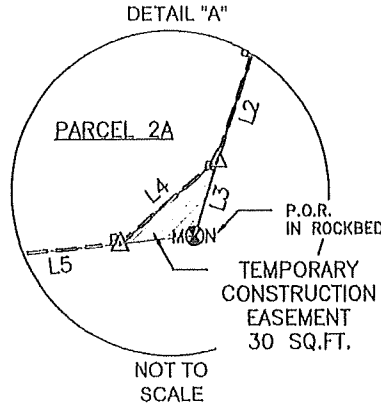


PARCEL 2A & 2B  
HAYS COUNTY, TEXAS

PLAT OF WATER, WASTEWATER &  
ACCESS EASEMENT  
SOUTH REGIONAL WATER  
RECLAMATION PROJECT  
CITY OF DRIPPING SPRINGS



LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	N11°19'23"E	30.17'
L2	S17°55'19"W	30.98'
L3	S17°55'19"W	8.24'
L4	S50°13'56"W	13.51'
L5	S84°09'30"W	45.76'
L6	N50°13'56"E	47.30'
L7	S72°05'53"E	15.91'



LEGEND

- P ——— PARCEL LIMITS
- S ----- APPROXIMATE SURVEY LINE
- A ----- ADJOINER PROPERTY
- ..... FLYTIE
- FENCE
- O — EDGE OF ROAD
- IRON ROD FOUND (AS NOTED)
- △ CALCULATED POINT
- ⊗ MAG NAIL FOUND
- D.R.H.C.TX. DEED RECORDS HAYS COUNTY, TEXAS
- P.R.H.C.TX. PLAT RECORDS HAYS COUNTY, TEXAS
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- P.O.C. POINT OF COMMENCEMENT
- [ ] PERMANENT EASEMENT
- [ / ] TEMPORARY CONSTRUCTION EASEMENT
- [ X ] PERMANENT ACCESS EASEMENT

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	024°19'33"	250.65'	106.42'	N37°08'53"E	105.62'
C2	018°26'19"	250.65'	80.66'	N14°05'33"E	80.31'

NOTES:

- ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83 (2011). ALL DISTANCES ARE REPRESENTED IN SURFACE VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM. TO OBTAIN GRID DISTANCE MULTIPLY BY CSF OF 0.999870.
- RECORD INFORMATION SHOWN HEREON IS BASED UPON TITLE COMMITMENT ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY OF. NO. 19-2533-CR, EFFECTIVE DATE: SEPTEMBER 23, 2022, ISSUED OCTOBER 19, 2022.
- FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF EASEMENT.
- THIS EASEMENT PLAT AND THE ATTACHED DESCRIPTION WERE PREPARED FOR THE PURPOSES OF CREATING AN EASEMENT AND ARE NOT INTENDED FOR USE AS A PROPERTY BOUNDARY SURVEY.

*Neil Hines 7/1 November 2022*  
NEIL HINES \_\_\_\_\_ DATE  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 5642 - STATE OF TEXAS



CITY OF DRIPPING SPRINGS

JOB NUMBER: 47232
DATE: 3/03/2020
SCALE: 1/50
SURVEYOR: N. HINES
TECHNICIAN: E. HILIER
DRAWING: P-2_DS_TEN
TRACT ID: P-2_DS_TEN



4801 Southwest Parkway  
Building Two, Suite 100  
Austin Texas, 78735  
Ofc: 512.447.0575  
Fax: 512.326.3020  
email: info@sam.biz

PROJECT: WATER, WASTEWATER  
& ACCESS EASEMENT

SHEET 6  
OF 8

Texas Firm Registration No. 10064300



**PLAT OF WATER, WASTEWATER & ACCESS EASEMENT  
SOUTH REGIONAL WATER RECLAMATION PROJECT  
CITY OF DRIPPING SPRINGS**

PARCEL 2C  
HAYS COUNTY, TEXAS



*BENJAMIN F. HANNA SURVEY  
NO. 28, ABSTRACT 222*

CREEK ROAD  
30' ROADWAY R.O.W.  
DEDICATION TO HAYS CO.  
VOL. 18, PG. 167  
O.P.R.H.C.T.X.  
DOC. NO. D9815804  
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DOYLE M. FELLERS  
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REMAINDER OF LOT 3  
CYPRESS FORK RANCH SUBDIVISION  
BK. 8, PG. 167  
P.R.H.C.T.X.  
VACATED IN  
INSTRUMENT NO. 20020847  
O.P.R.H.C.T.X.

CALLED CENTERLINE OF  
COUNTY ROAD (CREEK ROAD)

EXISTING R.O.W.

PARCEL 2A  
WATER, WASTEWATER  
& ACCESS EASEMENT  
(0.04 AC.)

TEMPORARY CONSTRUCTION  
EASEMENT (0.30 AC.)

DS TEN ACRES, LLC  
CALLED 9.999 ACRES  
VOL. 5310, PG. 510  
O.P.R.H.C.T.X.

PARCEL 2C  
PERMANENT  
ACCESS EASEMENT  
(0.114 AC.)

PARCEL 2B  
WATER, WASTEWATER &  
PERMANENT ACCESS  
EASEMENT  
(0.004 AC.)

MICHAEL VAN PFULLMAN  
CALLED 3.50 ACRES  
VOL. 4776, PG. 578  
O.P.R.H.C.T.X.

TEMPORARY CONSTRUCTION  
EASEMENT (0.30 AC.)

DEVELOPMENT SOLUTIONS  
CARTER, LLC  
CALLED 196.483 ACRES  
VOL. 5310, PG. 516  
O.P.R.H.C.T.X.

LIMESTONE DRIPPING SPRINGS, LLC  
A CALLED 453.709 ACRE TRACT  
VOL. 4438, PG. 870  
D.R.H.C.T.X.

P.O.R.  
1/2" W/ORANGE CAP.  
"CMA5911"

PROPOSED 30'  
WATER & WASTEWATER  
EASEMENT

CITY OF DRIPPING SPRINGS

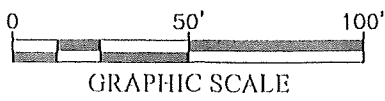
JOB NUMBER: 47232  
DATE: 5/14/2020  
SCALE: 1:50  
SURVEYOR: N. HINES  
TECHNICIAN: P. EVANS  
DRAWING: P-2 DS TEN  
TRACY ID: P-2 DS TEN



4801 Southwest Parkway  
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PROJECT: WATER, WASTEWATER  
& ACCESS EASEMENT  
SHEET 7  
OF 8

Texas Firm Registration No. 10064300



**PLAT OF WATER, WASTEWATER &  
ACCESS EASEMENT  
SOUTH REGIONAL WATER  
RECLAMATION PROJECT  
CITY OF DRIPPING SPRINGS**



PARCEL 2C  
HAYS COUNTY, TEXAS

LINE TABLE		
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C2	024°41'48"	50.00'	21.55'	N25°05'42"E	21.39'
C3	049°41'01"	50.00'	43.36'	N62°17'07"E	42.01'

**LEGEND**

- R ——— PARCEL LIMITS
- S ——— APPROXIMATE SURVEY LINE
- ADJOINER PROPERTY
- ..... FLYTIE
- FENCE
- EDGE OF ROAD
- IRON ROD FOUND (AS NOTED)
- △ CALCULATED POINT
- M⊗N MAG NAIL FOUND
- D.R.H.C.TX. DEED RECORDS HAYS COUNTY, TEXAS
- P.R.H.C.TX. PLAT RECORDS HAYS COUNTY, TEXAS
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
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- [ ] PERMANENT EASEMENT
- [ / ] TEMPORARY CONSTRUCTION EASEMENT
- [ X ] PERMANENT ACCESS EASEMENT

**NOTES:**

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- THIS EASEMENT PLAT AND THE ATTACHED DESCRIPTION WERE PREPARED FOR THE PURPOSES OF CREATING AN EASEMENT AND ARE NOT INTENDED FOR USE AS A PROPERTY BOUNDARY SURVEY.



*Neil Hines* 21 November 2022  
 \_\_\_\_\_  
 NEIL HINES DATE  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 NO. 5642 - STATE OF TEXAS

CITY OF DRIPPING SPRINGS

JOB NUMBER: 47232
DATE: 5/14/2020
SCALE: 1:50
SURVEYOR: N. HINES
TECHNICIAN: P. EVANS
DRAWING: P-2_DS_TEN
TRACY ID: P-2_DS_TEN



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 Fax: 512.326.3020  
 email: info@sam.biz  
 Texas Firm Registration No. 10064300

PROJECT: WATER, WASTEWATER & ACCESS EASEMENT  
 SHEET 8  
 OF 8

# Exhibit A-4

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

**WATER AND WASTEWATER EASEMENT**  
(CORPORATE)

**Date:** \_\_\_\_\_

**Grantor:** **CF CSLK CARTER, LLC**, a Delaware limited liability company

**Grantor's Address:** 1345 Ave of Americas, 45<sup>th</sup> Floor  
New York, New York 10105

**Grantee:** **CITY OF DRIPPING SPRINGS, TEXAS**, a General Law municipality situated in Hays County, Texas

**Grantee's Address:** P.O. Box 384  
511 Mercer Street  
Dripping Springs, Hays County, Texas 78620

**Property:** An exclusive easement and right-of-way in, upon, over, under, along, through, and across the parcel of real property of Grantor ("Easement"), said Easement consisting of approximately 0.16 acre, more or less, and more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference ("Easement Tract 3A & 3B").

**Consideration:** Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid to Grantor for which no lien either express or implied is retained

**GRANT OF EASEMENT:**

**CF CSLK CARTER, LLC**, a Delaware limited liability company ("Grantor"), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby GRANT, SELL AND CONVEY unto **THE CITY OF DRIPPING SPRINGS, TEXAS**, a General Law municipality located in Hays County, Texas ("Grantee") the Easement in, upon, over, under, along, through, and across the Easement Tract TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the right and privilege at any and all times to enter the Easement Tract with full rights of ingress and egress from the adjoining property of Grantor, or any part thereof, for the purpose of construction, operation, maintenance,

replacement, upgrade, and repair of the improvements which are constructed and installed therein or thereon under the terms of this Easement.

Grantor, on behalf of Grantor and its successors and assigns, does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted on the Easement Tract, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, though, or under Grantor, but not otherwise.

**CHARACTER OF EASEMENT:**

The Easement granted herein is "in gross," in that there is no "benefitted property." Nevertheless, the Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof. The Easement rights of use granted herein are irrevocable. The Easement is for the benefit of Grantee.

**PURPOSE OF EASEMENT:**

The Easement shall be used by Grantee for public wastewater and/or water utility purposes, including placement, construction, installation, replacement, repair, maintenance, upgrade, relocation, removal, and operation of public wastewater or water pipelines and related appurtenances, or making connections thereto ("Facilities"). The Easement shall also be used by Grantee for the purpose of providing access for the operation, repair, maintenance, replacement and expansion of the Facilities ("Easement Purpose").

**DURATION OF EASEMENT:**

The Easement shall be perpetual. Grantor hereby binds Grantor and Grantor's successors and assigns, to warrant and forever defend the Easement on the Easement Tract unto Grantee, its successors and assigns, against any person whomsoever lawfully claiming.

**GRANTOR USE:**

Grantor hereby retains surface use of the Easement Tract and the right to plant and maintain ground cover and grasses only. Grantor relinquishes the authority for planting or cultivation of bushes, trees or other living matter, and building and maintaining any structures within the Easement Tract, and acknowledges that such uses are specifically prohibited. Grantor grants to Grantee the right to remove any living material or structures located within the Easement Tract, without Grantor recourse, necessary to prevent interference with the operation of or repairs to Grantee's facilities or use within the Easement Tract.

All mineral interests in the Easement, whether metallic or nonmetallic, whether similar or dissimilar, whether known or unknown, currently owned by Grantor in, on, and under and that may be produced and saved from the Easement or acreage pooled or unitized therewith, and the full and exclusive executive rights to execute leases in connection therewith, provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals in the Easement but will be permitted to extract the minerals from and under the Easement by directional drilling or other means, so long as such activities do not



damage, destroy, injure, and/or interfere with Grantee's use of the Easement for the Easement Purpose; and

All groundwater rights in and to the Easement, whether known or unknown, currently owned by Grantor in, on, and under and that may be produced and saved from the Easement or acreage pooled or unitized therewith, and the full and exclusive executive rights to execute leases in connection therewith, provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of groundwater from the Easement but will be permitted to extract the groundwater from and under the Easement by directional drilling or other means, so long as such activities do not damage, destroy, injure, and/or interfere with Grantee's use of the Easement for the Easement Purpose.

**ADDITIONAL TERMS:**

The Easement and Grantee's use thereof shall be subject to the following additional terms and conditions ("Additional Terms"):

(1) For initial construction of the Facilities, Grantee shall require its construction contractor to make good faith efforts to provide notice to Grantor at least 48 hours prior to the start of construction, and Grantee shall use commercially reasonable efforts to coordinate the performance of such work with Grantor and to schedule such work at times that will not materially and adversely affect Grantor's ability to access and use the remainder of Grantor's property including Grantor's other property.

(2) For maintenance and scheduled repairs to the Facilities, Grantee shall make a good faith effort to contact Grantor prior to entering the Easement. No prior notice is required of Grantee to enter the easement for emergency repairs of the Facilities or when access to the Easement is necessary for compliance with any federal or state regulation, permit, order, or other legal requirement.

(3) Upon completion of initial construction of the Project and future construction within the Easement Tract, Grantee shall remove all construction debris and other material remaining on the site after construction; remove any disturbed rock, roots, and soil; remove any temporary barriers; remove any temporary access roads and drainage facilities; revegetate disturbed vegetated areas; and restore roadway surfaces to the condition existing at the date of execution or better condition, unless requested otherwise by Grantor and Grantee will restore the ground surface of the Easement as nearly as practicable to the vegetation, contour and condition which existed immediately prior to the commencement of such construction and repair in a good and workmanlike manner to a good or better condition as the condition which existed immediately prior to the commencement of such construction any and all fences, parking surfaces, drainage, irrigation, and other utility systems which are cut or damaged by Grantee.

(4) Prior to the start of construction of the Project, Grantee agrees to install all barriers required by the Federal or State agency and the issued permit(s) to prevent loss of disturbed soil, and may install temporary access roads and drainage facilities needed for access.

(5) All notices required or permitted to be given under this Water and Wastewater Easement shall be considered sufficiently given if delivered by (a) hand, courier or overnight delivery service to the physical address listed below, (b) certified or registered mail, return receipt requested to the mailing addresses listed below, or (b) by telephone to the phone numbers listed below:

If to Grantor:

**CF CSLK CARTER, LLC**

Attn: Gregory L. Rich  
12222 Merit Drive, Suite 1020  
Dallas, TX 75251  
972-960-2777 (O) Ext-103  
972-960-2660 (F)  
[grich@siepiela.com](mailto:grich@siepiela.com)

**With Copy to:**

Stephen Wark  
c/o Fortress Investment Group  
1345 Ave of Americas, 45<sup>th</sup> Floor  
New York, New York 10105

If to Grantee:

**The City of Dripping Springs**

Attn: City Secretary  
P.O. Box 384  
Dripping Springs, Texas 78620

Notice shall be effective upon the other party's receipt of the notice. Either party may specify a different address for delivery of notices by written notice to the physical addresses specified above or as changed by notice over time,.

(6) This conveyance is made by Grantor and accepted by Grantee subject to any and all existing easements, covenants, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, relating to the Easement, to the extent, and only to the extent, that the same may still be in force and effect, and either shown of record in the office of the County Clerk of Hays County, or that may be visibly apparent on the surface of the Easement Tract ("Prior Encumbrances"). Grantee agrees, to the fullest extent permitted by law, to indemnify, defend, and hold Grantor, its successors, assignees, licensees, occupants, officers, agents, employees, and contractors (each a "Grantor Party" and, collectively, the "Grantor Parties") harmless from and against any and all claims, losses, damages, liabilities and/or costs (including, without limitation, court costs and actual and reasonable attorneys' fees) arising from Grantee's exercise of any of their rights under this Easement that affects any right or property of any grantee or beneficiary under any of the Prior Encumbrances.

(7) BY ITS ACCEPTANCE OF THIS EASEMENT CONVEYANCE, AND AS A MATERIAL PART OF THE CONSIDERATION, GRANTEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT (i) ANY INFORMATION PROVIDED TO GRANTEE PERTAINING TO THE EASEMENT BY GRANTOR HAS NOT BEEN INDEPENDENTLY INVESTIGATED OR VERIFIED BY GRANTOR, (ii) GRANTOR IS NOT MAKING, AND HAS NOT MADE, ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION; AND (iii) GRANTOR IS NOT, AND WILL NOT BE, LIABLE OR BOUND IN ANY MANNER WHATSOEVER BY ANY WRITTEN OR VERBAL STATEMENT, REPRESENTATION, REPORT, SURVEY, OR INFORMATION FURNISHED TO GRANTEE, OR MADE BY ANY PARTY WITH RESPECT TO THE EASEMENT HEREBY CONVEYED. GRANTEE SPECIFICALLY AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO CONDUCT SUCH TESTS, STUDIES, AND INVESTIGATIONS AS GRANTEE DEEMS NECESSARY AND APPROPRIATE, GRANTEE IS RELYING SOLELY UPON ITS OWN INVESTIGATION OF GRANTOR'S PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY GRANTOR. GRANTEE FURTHER AGREES THAT GRANTEE HAS PURCHASED AND ACCEPTED THE EASEMENT IN ITS CURRENT, "AS IS," WITH ALL FAULTS CONDITION, AND TO HAVE ASSUMED THE RISK OF ANY MATTER OR CONDITION WHICH IS LATENT OR PATENT OR THAT COULD HAVE BEEN REVEALED BY THEIR INVESTIGATIONS. GRANTOR HAS NOT MADE (AND GRANTOR HEREBY EXPRESSLY DISCLAIMS, AND GRANTOR IS SELLING THE EASEMENT WITHOUT) ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER, AS TO THE VALUE, CONDITION, NATURE, CHARACTER, SUITABILITY, HABITABILITY, OR FITNESS OF THE EASEMENT, THE PRESENCE OR ABSENCE OF ANY HAZARDOUS MATERIAL OR OTHER ENVIRONMENTAL CONDITION OR COMPLIANCE OF GRANTOR'S LAND WITH, OR VIOLATION OF, ANY LAW, STATUTE, ORDINANCE, RULE, OR REGULATION, AND ANY OF SUCH REPRESENTATIONS AND WARRANTIES, AND ANY CLAIMS OR CAUSES OF ACTION AGAINST GRANTOR BASED ON OR ARISING WITH RESPECT TO ANY SUCH VIOLATION OF ANY FEDERAL, STATE, OR LOCAL STATUTE, ORDINANCE, RULE, OR REGULATION ARISING PRIOR TO GRANTEE'S PURCHASE OF THE EASEMENT TRACT ARE HEREBY EXPRESSLY WAIVED AND RELEASED BY GRANTEE.

(8) GRANTOR WILL NOT BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE OF REPAIR OF ANY IMPROVEMENTS WITHIN THE EASEMENT. GRANTEE WILL BE RESPONSIBLE THROUGH ITS AGENTS, CONTRACTORS AND EMPLOYEES AND RELATED CONTRACTS FOR THE DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE, AND REPAIR OF ALL IMPROVEMENTS WITHIN THE EASEMENT, AND ANY DAMAGES RESULTING FROM THE ACTIVITIES OF GRANTEE HEREUNDER OR GRANTEE'S USE OF THE EASEMENT, OR ANY OTHER PORTION OF GRANTOR'S PROPERTY BY GRANTEE, OR GRANTEE'S EMPLOYEES, AGENTS, CONTRACTORS, CUSTOMERS, OR INVITEES AND, TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTEE HEREBY AGREES TO INDEMNIFY, DEFEND,

**AND HOLD THE GRANTOR PARTIES HARMLESS FROM ANY CLAIMS, COSTS, DAMAGES, EXPENSES, AND LEGAL FEES OR COSTS ASSOCIATED WITH ANY OF THE FOREGOING, SUBJECT TO AND INCORPORATING INDEMINIFICATION AND INSURANCE REQUIREMENTS BETWEEN GRANTEE AND ITS AGENTS AND CONTRACTORS. NOTHING CONTAINED IN THIS INSTRUMENT WILL EVER BE CONSTRUED TO PLACE UPON GRANTOR ANY MANNER OF LIABILITY FOR INJURY TO OR DEATH OF PERSONS OR FOR DAMAGE TO OR LOSS OF PROPERTY ARISING FROM OR IN ANY MANNER CONNECTED WITH THE ACTS, CONDUCT, OR NEGLIGENCE OF GRANTEE, OR THEIR CONTRACTORS, IN THE DESIGN, CONSTRUCTION, OR MAINTENANCE OF ANY IMPROVEMENT WITHIN THE EASEMENT.**

(9) Grantee covenants and agrees that, in conducting its operations on Grantor's Property, Grantee shall comply with all applicable laws, statutes, rules, and regulations. In the event of any leak, spill or release of any hazardous substances caused by or arising from Grantee's operation of the improvements ("Contamination"), Grantee shall take immediate action to stop such Contamination and to clean up and remediate any affected soil, groundwater or other areas in accordance with applicable laws, statutes, rules and regulations. Without limiting any of Grantor's rights or Grantee's obligations set forth elsewhere in this instrument, to the fullest extent permitted by law, Grantee shall indemnify, defend, and hold harmless Grantor from and against any and all claims, actions, judgements, fines, or other proceedings relating to a Contamination action initiated against the Grantor Parties by any third party or government agency, and shall also promptly reimburse any costs and expenses (including, without limitation, reasonable attorney's fees) incurred by the Grantor to defend or resolve such proceedings, except to the extent such Contamination was caused by the negligence or willful misconduct of Grantor or Grantor's employees, agents, contractors, customers, or invitees. The indemnity provision herein shall survive the termination of this instrument, provided the obligation arose prior to such termination.

**INSURANCE:**

(1) Grantee shall maintain policies of commercial general liability and automobile liability insurance as agreed with Grantor.

(2) Upon request, Grantee shall furnish to Grantor certificates evidencing the insurance described, which insurance shall be issued by companies qualified and authorized to do business within the State of Texas and which shall name Grantor as an additional named insured.

Any use of the Easement or any other portion of Grantor's property by Grantee and any construction shall be done in compliance with applicable law.

In witness whereof, this instrument is executed this \_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTOR:**

**CF CSLK CARTER, LLC**, a Delaware limited liability company

By: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF TEXAS**

§  
§  
§

**CORPORATE ACKNOWLEDGMENT**

**COUNTY OF HAYS**

This instrument was acknowledged before me, the undersigned authority, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, on behalf of said **CF CSLK CARTER, LLC**, a Delaware limited liability company.

\_\_\_\_\_  
Notary Public In and For  
The State of Texas

My Commission expires: \_\_\_\_\_

AFTER RECORDING RETURN TO:

City Secretary  
City of Dripping Springs  
P.O. Box 384  
Dripping Springs, Texas 78620

**EXHIBIT "A"**  
**EASEMENT TRACT**



SAM, LLC  
4801 Southwest Parkway, Bldg. Two, Suite 100, Austin, TX 78735  
Ofc 512.447.0575 Fax 512.326.3029  
info@sam.biz www.sam.biz TBPLS # 10064300

**Parcel 3**  
**Legal Description**  
**City of Dripping Springs**  
**South Regional Water Reclamation Project**  
**Parcel 3A: 0.01 Acre (436 Square Feet)**  
**Variable Width Water and Wastewater Easement**  
**Parcel 3B: 0.15 Acre (6,534 Square Feet)**  
**Variable Width Water and Wastewater & Permanent Access Easement**  
**Parcel 3C: 0.03 Acre (1,307 Square Feet)**  
**Permanent Access Easement**

**Parcel 3A:**

BEING A 0.01 ACRE VARIABLE WIDTH WATER AND WASTEWATER EASEMENT, SITUATED IN THE BENJAMIN F. HANNA SURVEY NO. 28, ABSTRACT NO. 222, HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 200.0 ACRE TRACT OF LAND, AS DESCRIBED IN A DEED TO CF CSLK CARTER LLC, AND RECORDED IN DOCUMENT NUMBER 21069740, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.). SAID 0.01 ACRE WATER AND WASTEWATER EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch iron rod found on the called centerline of the County Road (Creek Road), also being a 30 foot wide right-of-way, dedicated to Hays County, per plat of Cypress Fork Ranch, recorded in Volume 18, Page 167, O.P.R.H.C.TX. and Document Number 09815804 O.P.R.H.C.TX., for the northeast corner of a called 9.999 acre tract of land, as described in a deed to DS Ten Acres, LLC, and recorded in Volume 5310, Page 510, O.P.R.H.C.TX., same being the northwest corner of said 200.0 acre tract and this Water and Wastewater easement. From said point, a 1/2-inch iron rod found on the existing north right-of-way line of said Creek Road, bears N 11°19'23" E, a distance of 30.17 feet;

**THENCE** S 85°06'06" E, with said centerline, a distance of 23.56 feet, to a calculated point, for the northeast corner of this Water and Wastewater easement;

**THENCE** S 50°13'56" W, departing said centerline, over and across said 200.0 acre tract, a distance of 42.94 feet, to a point on the common line of said 200.0 acre tract and said 9.999 acre tract, for the south corner of this Water and Wastewater easement. From said point, a magnail with a washer found bears N 88°30'47" E, 46.03 feet;

**THENCE** N 17°55'19" E, with said common line, a distance of 30.98 feet, to the **POINT OF BEGINNING** and containing 0.01 acre, more or less.



**PARCEL 3B:**

BEING A 0.15 ACRE VARIABLE WIDTH WATER, WASTEWATER AND PERMANENT ACCESS EASEMENT, SITUATED IN THE BENJAMIN F. HANNA SURVEY NO. 28, ABSTRACT NO. 222, HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 200.0 ACRE TRACT OF LAND, AS DESCRIBED IN A DEED TO CF CSLK CARTER LLC, AND RECORDED IN DOCUMENT NUMBER 21069740, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.). SAID 0.15 ACRE WATER, WASTEWATER AND PERMANENT ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2-inch iron rod with an orange cap stamped "CMA5911" found, for the southeast corner of a called 9.999 acre tract of land, as described in a deed to DS Ten Acres, LLC, and recorded in Volume 5310, Page 510, O.P.R.H.C.TX., same being an interior ell corner of said 200.0 acre tract;

**THENCE** N 14°05'33" E, with the common line of said 9.999 acre tract and said 200.0 acre tract, a distance of 235.19 feet to a point, for the **POINT OF BEGINNING** of this Water and Wastewater easement;

**THENCE** N 14°05'33" E, continuing with said common line, a distance of 101.20 feet, to a point, said point being the beginning of a curve to the right;

**THENCE** departing said common line, over and across said 200.0 acre tract, with said curve to the right, an arc distance of 7.32 feet, through a central angle 01°40'24", having a radius of 250.65 feet, and a chord that bears N 24°08'54" E, a distance of 7.32 feet, to a point on the said common line;

**THENCE** with said common line, the following two (2) courses and distances:

- 1) N 36°43'56" E, a distance of 83.32 feet, to a point, for the northwest corner of this Water and Wastewater easement, and
- 2) N 84°09'30" E, a distance of 45.76 feet, to a point, for the northeast corner of this Water and Wastewater easement. From said point, a magnail in rockbed found bears N 84°09'30" E, 7.89 feet;

**THENCE** departing said common line, over and across said 200.0 acre tract, the following two (2) courses and distances:

- 1) S 50°13'56" W, a distance of 15.86 feet, to a point, said point being the beginning of a curve to the left, and
- 2) With said curve to the left, an arc distance of 83.46 feet, through a central angle 21°40'19", having a radius of 220.65 feet, and a chord that bears S 38°24'51" W, a distance of 82.96 feet, to a point on the common line of a called 453.709 acre tract of land, as described in a deed to Limestone Dripping Springs, LLC, recorded to Volume 4438, Page 870, Deed Records of Hays County, Texas (D.R.H.C.TX.) and said 200.0 acre tract;





**THENCE** with said common line, the following two (2) courses and distances:

- 1) N 64°15'39" W, a distance of 7.16 feet, to a point, and
- 2) S 00°39'21" W, a distance of 16.99 feet, to a point, said point being the beginning of a curve to the left;

**THENCE** departing said common line, over and across said 200.0 acre tract, the following two (2) courses and distances:

- 1) With said curve to the left, an arc distance of 77.09 feet, through a central angle 20°01'05", having a radius of 220.65 feet, and a chord that bears S 13°34'20" W, a distance of 76.70 feet, to a point, and
- 2) S 55°37'33" E, a distance of 20.61 feet, to a point on said common line;

**THENCE** S 00°39'21" W, with said common line, a distance of 36.07 feet, to a point, for the southwest corner of this Water and Wastewater easement;

**THENCE** departing said common line, over and across said 200.0 acre tract, the following two (2) courses and distances:

- 1) N 55°37'33" W, a distance of 62.04 feet, to the **POINT OF BEGINNING** and containing 0.15 acre, more or less.

**Parcel 3C:**

BEING A 0.03 ACRE PERMANENT ACCESS EASEMENT, SITUATED IN THE BENJAMIN F. HANNA SURVEY NO. 28, ABSTRACT NO. 222, HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 200.0 ACRE TRACT OF LAND, AS DESCRIBED IN A DEED TO CF CSLK CARTER LLC, AND RECORDED IN DOCUMENT NUMBER 21069740, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 0.03 ACRE(1,307 SQUARE FEET) PERMANENT ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch iron rod found on the called centerline of the County Road (Creek Road), also being a 30 foot wide right-of-way, dedicated to Hays County, per plat of Cypress Fork Ranch, recorded in Volume 18, Page 167, O.P.R.H.C.TX. and Document Number 09815804 O.P.R.H.C.TX., for the northeast corner of a called 9.999 acre tract of land, as described in a deed to DS Ten Acres, LLC, and recorded in Volume 5310, Page 510, O.P.R.H.C.TX., same being the northwest corner of said 200.0 acre tract and this Permanent Access Easement. From said point, a 1/2-inch iron rod found on the existing north right-of-way line of said Creek Road, bears N 11°19'23" E, a distance of 30.17 feet;

**THENCE** S 85°06'06" E, with said centerline, a distance of 49.22 feet, to the most northeasterly corner of said 200.0 acre tract, being common with the most northwesterly corner of a called 3.50 acre tract as described in deed to Michael Van Pfullman and recorded in Volume 4776, Page 578, O.P.R.H.C.TX.;



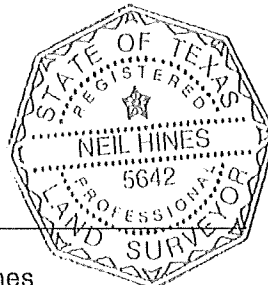
THENCE S 27°38'33" W, leaving said centerline, a distance of 23.87 feet, along the common line between said 200.0 tract and said 3.50 acre tract to a point on the common line of said 200.0 acre tract and said 3.50 acre tract, for the southeast corner of this Permanent Access Easement. From said point, a magnail with a washer found bears S 26°50'57" W, 3.29 feet;

THENCE S 87°07'37" W, a distance of 46.99, over an across said 200.0 tract to a point on the common line of said 200.0 tract and said 9.999 acre tract for the southwest corner of the easement described herein. From said point, a magnail in rockbed found bears S 17°55'19" W, 10.10 feet;

THENCE N 17°55'19" E, with said common line, a distance of 29.12 feet, to the **POINT OF BEGINNING** and containing 0.03 acre, more or less.

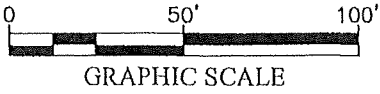
The bearings shown hereon are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are surface in U.S. Survey Feet and may be converted to grid by multiplying the distance by a combined scale factor of 0.999870.

*Neil Hines*



Neil Hines  
Registered Professional Land Surveyor  
Texas Registration Number 5642

Date: 9 November 2022



PARCEL 3A, & 3B  
HAYS COUNTY, TEXAS

PLAT OF WATER & WASTEWATER  
EASEMENT  
SOUTH REGIONAL WATER  
RECLAMATION PROJECT  
CITY OF DRIPPING SPRINGS



BENJAMIN F. HANNA SURVEY  
NO. 28, ABSTRACT 222

CREEK ROAD  
30' ROADWAY R.O.W.  
DEDICATION TO HAYS CO.  
VOL. 18, PG. 167  
O.P.R.H.C.TX.  
DOC. NO. 09815804  
O.P.R.H.C.TX.

DOYLE M. FELLERS  
AND CLAIREEN FELLERS  
REMAINDER OF LOT 3  
CYPRESS FORK RANCH SUBDIVISION  
BK. 8, PG. 167  
P.R.H.C.TX.  
VACATED IN  
INSTRUMENT NO. 20020847  
O.P.R.H.C.TX.

PARCEL 3A  
WATER & WASTEWATER  
EASEMENT  
0.01 AC.

PARCEL 3C  
PROPOSED  
PERMANENT ACCESS  
EASEMENT SEE  
SHEET 7 OF 8

MICHAEL VAN PFULLMAN  
CALLED 3.50 ACRES  
VOL. 4776, PG. 578  
O.P.R.H.C.TX.

DS TEN ACRES, LLC  
CALLED 9.999 ACRES  
VOL. 5310, PG. 510

CF CSLK CARTER LLC  
200.0 ACRES  
DOC. NO. 21069740  
O.P.R.H.C.TX.

TEMPORARY  
CONSTRUCTION EASEMENT  
0.17 AC.

TEMPORARY  
CONSTRUCTION EASEMENT  
0.02 AC.

PARCEL 3B  
WATER & WASTEWATER  
AND PERMANENT ACCESS  
EASEMENT  
0.15 AC.

LIMESTONE DRIPPING SPRINGS, LLC  
A CALLED 453.709 ACRE TRACT  
VOL. 4438, PG. 870  
D.R.H.C.TX.

TEMPORARY  
CONSTRUCTION EASEMENT  
0.02 AC.

PROPOSED 30'  
WATER & WASTEWATER  
EASEMENT

P.O.C.  
1/2" W/ORANGE CAP  
"CMA5911"

JOB NUMBER: 47232  
DATE: 5/18/2020  
SCALE: 1:50  
SURVEYOR: N. HINES  
TECHNICIAN: HILER-P. EVANS  
DRAWING: PARCEL 3 OF R2  
TRACT ID: P-3 OF CSLK CARTER



4801 Southwest Parkway  
Building Two, Suite 100  
Austin Texas, 78735  
Of: 512.447.0575  
Fax: 512.326.3020  
email: info@sam.biz

PROJECT: WATER & WASTEWATER EASEMENT  
CITY OF DRIPPING SPRINGS

SHEET 5  
OF 8

Texas Firm Registration No. 10064300

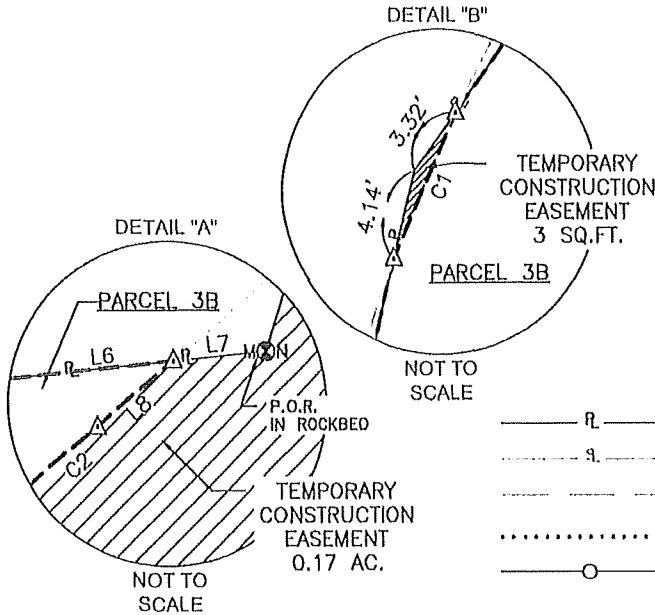
PARCEL 3A, & 3B  
HAYS COUNTY, TEXAS

PLAT OF WATER & WASTEWATER  
EASEMENT  
SOUTH REGIONAL WATER  
RECLAMATION PROJECT  
CITY OF DRIPPING SPRINGS



PARCEL 3A & 3B  
HAYS COUNTY, TEXAS

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	N11°19'23"E	30.17'
L2	S85°06'06"E	23.56'
L3	S50°13'56"W	42.94'
L4	N88°30'47"E	46.03'
L5	N17°55'19"E	30.98'
L6	N84°09'30"E	45.76'
L7	N84°09'30"E	7.89'
L8	S50°13'56"W	15.86'
L9	N64°15'39"W	7.16'
L10	S00°39'21"W	16.99'
L11	S55°37'33"E	20.61'
L12	S00°39'21"W	36.07'
L13	N55°37'33"W	62.04'



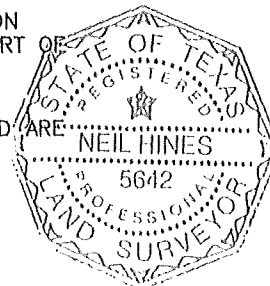
LEGEND

- RL —— PARCEL LIMITS
- S ----- APPROXIMATE SURVEY LINE
- ADJOINER PROPERTY
- ..... FLYTIE
- FENCE
- EDGE OF ROAD
- IRON ROD FOUND (AS NOTED)
- △ CALCULATED POINT
- ⊗ MAG NAIL FOUND
- D.R.H.C.TX. DEED RECORDS HAYS COUNTY, TEXAS
- P.R.H.C.TX. PLAT RECORDS HAYS COUNTY, TEXAS
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- P.O.C. POINT OF COMMENCEMENT
- [ ] PERMANENT EASEMENT
- [ / ] TEMPORARY CONSTRUCTION EASEMENT
- [ X ] PERMANENT ACCESS EASEMENT

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	001°40'24"	250.65'	7.32'	N24°08'54"E	7.32'
C2	021°40'19"	220.65'	83.46'	S38°24'51"W	82.96'
C3	020°01'05"	220.65'	77.09'	S13°34'20"W	76.70'

NOTES:

- ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83 (2011). ALL DISTANCES ARE REPRESENTED IN SURFACE VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM. TO OBTAIN GRID DISTANCE MULTIPLY BY CSF OF 0.999870.
- RECORD INFORMATION SHOWN HEREON IS BASED UPON TITLE COMMITMENT ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY GF. NO. 19-1673-CR, EFFECTIVE DATE: OCTOBER 5, 2022, ISSUED OCTOBER 25, 2022.
- FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF EASEMENT.
- THIS EASEMENT PLAT AND THE ATTACHED DESCRIPTION WERE PREPARED FOR THE PURPOSES OF CREATING AN EASEMENT AND ARE NOT INTENDED FOR USE AS A PROPERTY BOUNDARY SURVEY.



*Neil Hines*  
NEIL HINES  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 5642 - STATE OF TEXAS

DATE

JOB NUMBER: 47232  
DATE: 11/02/2022  
SCALE: 1/50  
SURVEYOR: NEIL HINES  
TECHNICIAN: HILIER - P. EVANS - J. BRADSHAW  
DRAWING: PARCEL 3 CF R2  
TRACT ID: P-3 CF CSLK CARTER

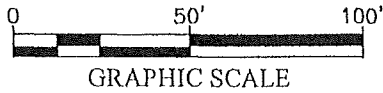


4801 Southwest Parkway  
Building Two, Suite 100  
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Ofc: 512.447.0675  
Fax: 512.326.3029  
email: info@sam.biz

Texas Firm Registration No. 10064300

PROJECT: WATER & WASTEWATER EASEMENT  
CITY OF DRIPPING SPRINGS

SHEET 6  
OF 8



**PLAT OF  
PERMANENT ACCESS EASEMENT  
SOUTH REGIONAL WATER  
RECLAMATION PROJECT  
CITY OF DRIPPING SPRINGS**

PARCEL 3C  
HAYS COUNTY, TEXAS

DOYLE M. FELLERS  
AND CLAIREEN FELLERS  
REMAINDER OF LOT 3  
CYPRESS FORK RANCH SUBDIVISION  
BK. 8, PG. 167  
P.R.H.C.TX.  
VACATED IN  
INSTRUMENT NO. 20020847  
O.P.R.H.C.TX.

CALLLED CENTERLINE OF  
COUNTY ROAD  
(CREEK ROAD)

CREEK ROAD  
30' ROADWAY R.O.W  
DEDICATION TO HAYS CO.  
VOL. 18, PG. 167  
O.P.R.H.C.TX.  
DOC. NO. 09815804  
O.P.R.H.C.TX.

*BENJAMIN F. HANNA SURVEY  
NO. 28, ABSTRACT 222*

PARCEL 3A  
PROPOSED  
WATER & WASTEWATER  
EASEMENT  
0.01 AC.

PARCEL 3C  
PROPOSED  
PERMANENT ACCESS  
EASEMENT  
0.03 AC.

DS TEN ACRES, LLC  
CALLED 9.999 ACRES  
VOL. 5310, PG. 510

MICHAEL VAN PFULLMAN  
CALLED 3.50 ACRES  
VOL. 4776, PG. 578  
O.P.R.H.C.TX.

CF CSLK CARTER LLC  
CALLED 196.483 ACRES  
DOC. NO. 21069740  
O.P.R.H.C.TX.

PARCEL 3B  
PROPOSED WATER &  
WASTEWATER &  
PERMANENT ACCESS  
EASEMENT  
0.15 AC.

PROPOSED TEMPORARY  
CONSTRUCTION EASEMENT  
(0.17 AC.)

PROPOSED TEMPORARY  
CONSTRUCTION EASEMENT  
(0.02 AC.)

PROPOSED TEMPORARY  
CONSTRUCTION EASEMENT  
(0.02 AC.)

LIMESTONE DRIPPING SPRINGS, LLC  
A CALLED 453.709 ACRE TRACT  
VOL. 4438, PG. 870  
D.R.H.C.TX.

PROPOSED 30'  
WATER & WASTEWATER  
EASEMENT

1/2" W/ORANGE CAP  
"CMA5911"

JOB NUMBER: 47232  
DATE: 11/02/2022  
SCALE: 1"=50'  
SURVEYOR: HINES  
TECHNICIAN: EVANS - J. BRADSHAW  
DRAWING: 3 - DEVELOPMENT  
TRACT: 10P - 3 - DEVELOPMENT



4801 Southwest Parkway  
Building Two, Suite 100  
Austin Texas, 78735  
Ofc: 512.447.0575  
Fax: 512.326.3020  
email: info@sam.biz

PROJECT: WATER & WASTEWATER EASEMENT  
CITY OF DRIPPING SPRINGS

SHEET 7  
OF 8

Texas Firm Registration No. 10064300

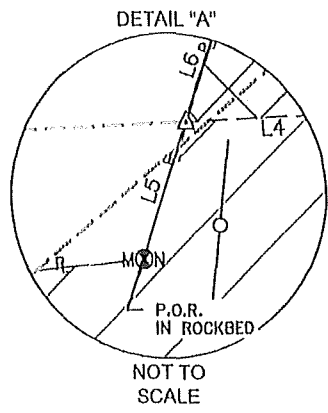
PARCEL 3C  
HAYS COUNTY, TEXAS

PLAT OF  
PERMANENT ACCESS EASEMENT  
SOUTH REGIONAL WATER  
RECLAMATION PROJECT  
CITY OF DRIPPING SPRINGS

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	S11°19'23"W	30.17'
L2	S85°06'06"E	49.22'
L3	S27°38'33"W	23.87'
L4	S87°07'37"W	46.99'
L5	S17°55'19"W	10.10'
L6	N17°55'19"E	29.12'

LEGEND

- R ——— PARCEL LIMITS
- R ----- APPROXIMATE SURVEY LINE
- ADJOINER PROPERTY
- ..... FLYTIE
- FENCE
- EDGE OF ROAD
- IRON ROD FOUND (AS NOTED)
- △ CALCULATED POINT
- ⊗ MAG NAIL FOUND
- D.R.H.C.TX. DEED RECORDS HAYS COUNTY, TEXAS
- P.R.H.C.TX. PLAT RECORDS HAYS COUNTY, TEXAS
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- P.O.C. POINT OF COMMENCEMENT
- [ ] PERMANENT EASEMENT
- [ / ] TEMPORARY CONSTRUCTION EASEMENT
- [ X ] PERMANENT ACCESS EASEMENT



NOTES:

- ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83 (2011). ALL DISTANCES ARE REPRESENTED IN SURFACE VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM. TO OBTAIN GRID DISTANCE MULTIPLY BY CSF OF 0.999870.
- RECORD INFORMATION SHOWN HEREON IS BASED UPON TITLE COMMITMENT ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY GF. NO. 19-1673-CR, EFFECTIVE DATE: OCTOBER 5, 2022, ISSUED OCTOBER 25, 2022.
- FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF EASEMENT.
- THIS EASEMENT PLAT AND THE ATTACHED DESCRIPTION WERE PREPARED FOR THE PURPOSES OF CREATING AN EASEMENT AND ARE NOT INTENDED FOR USE AS A PROPERTY BOUNDARY SURVEY.



*Neil Hines*  
NEIL HINES  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 5642 — STATE OF TEXAS

DATE

JOB NUMBER: 47232  
DATE: 5/15/2020  
SCALE: 1:50  
SURVEYOR: N. HINES  
TECHNICIAN: P. EVANS  
DRAWING: 3 - DEVELOPMENT  
TRACT: 16 - 3 - DEVELOPMENT



4801 Southwest Parkway  
Building Two, Suite 100  
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Texas Firm Registration No. 10064300

PROJECT: WATER & WASTEWATER EASEMENT  
CITY OF DRIPPING SPRINGS  
SHEET 8  
OF 8

# Exhibit A-5

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

**ACCESS EASEMENT**  
(CORPORATE)

**Date:** \_\_\_\_\_

**Grantor:** **CF CSLK CARTER, LLC**, a Delaware limited liability company

**Grantor's Address:** 1345 Ave of Americas, 45<sup>th</sup> Floor  
New York, New York 10105

**Grantee:** **CITY OF DRIPPING SPRINGS, TEXAS**, a Texas General Law municipal corporation situated in Hays County

**Grantee's Address:** P.O. Box 384  
511 Mercer Street  
Dripping Springs, Hays County, Texas 78620

**Property:** An exclusive easement and right-of-way ("Easement") in, upon, over, along, through and across the parcel of real property of Grantor which is more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference ("Easement Tract 3C").

**Consideration:** Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid to Grantor for which no lien either express or implied is retained

**GRANT OF EASEMENT:**

**CF CSLK CARTER, LLC**, a Delaware limited liability company ("Grantor"), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby GRANT, SELL AND CONVEY unto **THE CITY OF DRIPPING SPRINGS, TEXAS**, a General Law municipality located in Hays County, Texas ("Grantee") the Easement in, upon, over, along, through and across the Easement Tract TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the right and privilege at any and all times to enter the Easement Tract with full rights of ingress and egress from the adjoining property of Grantor, or any part thereof, for the purpose of construction, operation, maintenance, replacement, upgrade, and repair of the improvements which are constructed and installed therein or thereon under the terms of this Easement.



Grantor, on behalf of Grantor and its successors and assigns, does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise.

**CHARACTER OF EASEMENT:**

The Easement granted herein is "in gross," in that there is no "Benefitted Property." Nevertheless, the Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof. The Easement rights of use granted herein are irrevocable. The Easement is for the benefit of Grantee.

**PURPOSE OF EASEMENT:**

The Easement shall be used to provide access to public wastewater and water utility facilities for placement, construction, installation, replacement, repair, and operation and maintenance of public wastewater pipelines, public water pipelines, and related utility appurtenances, and access for making connections thereto.

**DURATION OF EASEMENT:**

The Easement shall be perpetual. Grantor hereby binds Grantor and Grantor's heirs, legal representatives, successors and assigns, to warrant and forever defend the Easement unto Grantee, its successors and assigns, against any person whomsoever lawfully claiming.

**GRANTOR USE:**

Grantor hereby retains, reserves, and shall continue to enjoy the use of the Easement Tract (or grant to others the right to do the same as conditioned herein) for any purpose and all purposes that do not interfere with or prevent the use by Grantee of the Easement herein granted for the Purpose of Easement. Grantee has the right to trim and cut down trees and shrubbery and to remove other improvements and structures located within the Easement Tract, without Grantor recourse, to the extent such acts are necessary to prevent interference with the operation or repairs to the Grantee's Facilities, or Easement Purpose within the Easement Tract.

**RESERVATIONS:**

Notwithstanding anything contained herein to the contrary, Grantor reserves for itself, its successors and assigns, all of the following (the "Reservations"):

(1) Grantor hereby retains, reserves, and shall continue to enjoy all mineral interests in the Easement, whether metallic or nonmetallic, whether similar or dissimilar, whether known or unknown, currently owned by Grantor in, on, and under and that may be produced and saved from the Easement or acreage pooled or unitized therewith, and the full and exclusive executive rights to execute leases in connection therewith, provided, however, so long as such activities do not damage, destroy, injure, and/or interfere with Grantee's use of the Easement for the Easement Purpose.

(2) Grantor hereby retains, reserves, and shall continue to enjoy all groundwater rights in and to the Easement, whether known or unknown, currently owned by Grantor in, on, and under and that may be produced and saved from the Easement or acreage pooled or unitized therewith, and the full and exclusive executive rights to execute leases in connection therewith, provided, however, so long as such activities do not damage, destroy, injure, and/or interfere with Grantee's use of the Easement for the Easement Purpose.

**ADDITIONAL TERMS:**

The Easement and Grantee's use thereof shall be subject to the following additional terms and conditions ("Additional Terms"):

(1) For initial construction of the Facilities, Grantee shall require its construction contractor to provide notice to Grantor at least 48 hours prior to the start of construction, and Grantee shall use commercially reasonable efforts to coordinate the performance of such work with Grantor and to schedule such work at times that will not materially and adversely affect Grantor's ability to access and use the remainder of Grantor's property including Grantor's other property.

(2) For maintenance and scheduled repairs to the Facilities, Grantee shall contact Grantor prior to entering the Easement. No prior notice is required of Grantee to enter the easement for emergency repairs of the Facilities or when access to the Easement is necessary for compliance with any municipal, federal or state regulation, permit, order, or other legal requirement.

Upon completion of initial construction of the Project and future construction within the Easement Tract, Grantee shall remove all construction debris and other material remaining on the site after construction; remove any disturbed rock, roots, and soil; remove any temporary barriers; remove any temporary access roads and drainage Grantee's facilities; revegetate disturbed vegetated areas; and restore roadway surfaces to the condition existing at the date of execution or better condition, unless requested otherwise by Grantor and Grantee will restore the ground surface of the Easement as nearly as practicable to the vegetation, contour and condition which existed immediately prior to the commencement of such construction and repair in a good and workmanlike manner to a good or better condition as the condition which existed immediately prior to the commencement of such construction any and all fences, parking surfaces, drainage, irrigation, and other utility systems which are cut or damaged by Grantee or use within the Easement Tract.

(3) Prior to the start of construction of the Project, Grantee agrees to install all barriers required by any municipal federal or state agency (and timely obtain permit(s) from such entities) to prevent loss of disturbed soil, and Grantor may require Grantee to install temporary access roads and drainage facilities needed for access.

(4) All notices required or permitted to be given under this Easement shall be considered sufficiently given if delivered by (a) hand, courier or overnight delivery service to the physical address listed below, (b) certified or registered mail, return receipt requested to the mailing addresses listed below, or (b) by telephone to the phone numbers listed below:

If to Grantor:

**CF CSLK CARTER, LLC**

Attn: Gregory L. Rich,  
12222 Merit Drive, Suite 1020  
Dallas, TX 75251  
972-960-2777 (O) Ext-103  
972-960-2660 (F)  
[grich@siepiela.com](mailto:grich@siepiela.com):

**With Copy to:**

Stephen Wark  
c/o Fortress Investment Group  
1345 Ave of Americas, 45<sup>th</sup> Floor  
New York, New York 10105

If to Grantee:

**The City of Dripping Springs**

Attn: City Secretary  
P.O. Box 384  
Dripping Springs, Texas 78620

Notice shall be effective upon the other party's receipt of the notice. Either party may specify a different address for delivery of notices by written notice to the physical addresses specified above or as changed by notice over time,.

(5) This conveyance is made by Grantor and accepted by Grantee subject to any and all existing easements, covenants, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, relating to the Easement, to the extent, and only to the extent, that the same may still be in force and effect, and either shown of record in the office of the County Clerk of Hays County, or that may be visibly apparent on the surface of the Easement Tract ("Prior Encumbrances"). Grantee agrees, to the fullest extent permitted by law, to indemnify, defend, and hold Grantor, its successors, assignees, licensees, occupants, officers, agents, employees, and contractors (each a "Grantor Party" and, collectively, the "Grantor Parties") harmless from and against any and all claims, losses, damages, liabilities and/or costs (including, without limitation, court costs and actual and reasonable attorneys' fees) arising from Grantee's exercise of any of their rights under this Easement that affects any right or property of any grantee or beneficiary under any of the Prior Encumbrances.

(6) **BY ITS ACCEPTANCE OF THIS EASEMENT CONVEYANCE, AND AS A MATERIAL PART OF THE CONSIDERATION, GRANTEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT (i) ANY INFORMATION PROVIDED TO GRANTEE PERTAINING TO THE EASEMENT BY GRANTOR HAS NOT BEEN INDEPENDENTLY INVESTIGATED OR VERIFIED BY GRANTOR, (ii) GRANTOR IS NOT MAKING, / AND HAS NOT MADE, ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE ACCURACY OR COMPLETENESS OF**

SUCH INFORMATION; AND (iii) GRANTOR IS NOT, AND WILL NOT BE, LIABLE OR BOUND IN ANY MANNER WHATSOEVER BY ANY WRITTEN OR VERBAL STATEMENT, REPRESENTATION, REPORT, SURVEY, OR INFORMATION FURNISHED TO GRANTEE, OR MADE BY ANY PARTY WITH RESPECT TO THE EASEMENT HEREBY CONVEYED. GRANTEE SPECIFICALLY AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO CONDUCT SUCH TESTS, STUDIES, AND INVESTIGATIONS AS GRANTEE DEEMS NECESSARY AND APPROPRIATE, GRANTEE IS RELYING SOLELY UPON ITS OWN INVESTIGATION OF GRANTOR'S PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY GRANTOR. GRANTEE FURTHER AGREES THAT GRANTEE HAS PURCHASED AND ACCEPTED THE EASEMENT IN ITS CURRENT, "AS IS," WITH ALL FAULTS CONDITION, AND TO HAVE ASSUMED THE RISK OF ANY MATTER OR CONDITION WHICH IS LATENT OR PATENT OR THAT COULD HAVE BEEN REVEALED BY THEIR INVESTIGATIONS. GRANTOR HAS NOT MADE (AND GRANTOR HEREBY EXPRESSLY DISCLAIMS, AND GRANTOR IS SELLING THE EASEMENT WITHOUT) ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER, AS TO THE VALUE, CONDITION, NATURE, CHARACTER, SUITABILITY, HABITABILITY, OR FITNESS OF THE EASEMENT, THE PRESENCE OR ABSENCE OF ANY HAZARDOUS MATERIAL OR OTHER ENVIRONMENTAL CONDITION OR COMPLIANCE OF GRANTOR'S LAND WITH, OR VIOLATION OF, ANY LAW, STATUTE, ORDINANCE, RULE, OR REGULATION, AND ANY OF SUCH REPRESENTATIONS AND WARRANTIES, AND ANY CLAIMS OR CAUSES OF ACTION AGAINST GRANTOR BASED ON OR ARISING WITH RESPECT TO ANY SUCH VIOLATION OF ANY FEDERAL, STATE, OR LOCAL STATUTE, ORDINANCE, RULE, OR REGULATION ARISING PRIOR TO GRANTEE'S PURCHASE OF THE EASEMENT TRACT ARE HEREBY EXPRESSLY WAIVED AND RELEASED BY GRANTEE.

(7) GRANTOR WILL NOT BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE OF REPAIR OF ANY IMPROVEMENTS WITHIN THE EASEMENT. GRANTEE WILL BE RESPONSIBLE THROUGH ITS AGENTS, CONTRACTORS AND EMPLOYEES AND RELATED CONTRACTS FOR THE DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE, AND REPAIR OF ALL IMPROVEMENTS WITHIN THE EASEMENT, AND ANY DAMAGES RESULTING FROM THE ACTIVITIES OF GRANTEE HEREUNDER OR GRANTEE'S USE OF THE EASEMENT, OR ANY OTHER PORTION OF GRANTOR'S PROPERTY BY GRANTEE, OR GRANTEE'S EMPLOYEES, AGENTS, CONTRACTORS, CUSTOMERS, OR INVITEES AND, TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTEE HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD THE GRANTOR PARTIES HARMLESS FROM ANY CLAIMS, COSTS, DAMAGES, EXPENSES, AND LEGAL FEES OR COSTS ASSOCIATED WITH ANY OF THE FOREGOING, SUBJECT TO AND INCORPORATING INDEMINIFICATION AND INSURANCE REQUIREMENTS BETWEEN GRANTEE AND ITS AGENTS AND CONTRACTORS. NOTHING CONTAINED IN THIS INSTRUMENT WILL EVER BE CONSTRUED TO PLACE UPON GRANTOR ANY MANNER OF LIABILITY FOR INJURY TO OR DEATH OF PERSONS OR FOR DAMAGE TO OR LOSS OF PROPERTY ARISING FROM OR IN ANY MANNER CONNECTED WITH THE ACTS, CONDUCT, OR NEGLIGENCE OF GRANTEE, OR THEIR CONTRACTORS, IN THE

**DESIGN, CONSTRUCTION, OR MAINTENANCE OF ANY IMPROVEMENT WITHIN THE EASEMENT.**

(8) Grantee covenants and agrees that, in conducting its operations on Grantor's Property, Grantee shall comply with all applicable laws, statutes, rules, and regulations. In the event of any leak, spill or release of any hazardous substances caused by or arising from Grantee's operation of the improvements ("Contamination"), Grantee shall take immediate action to stop such Contamination and to clean up and remediate any affected soil, groundwater or other areas in accordance with applicable laws, statutes, rules and regulations. Without limiting any of Grantor's rights or Grantee's obligations set forth elsewhere in this instrument, to the fullest extent permitted by law, Grantee shall indemnify, defend, and hold harmless Grantor from and against any and all claims, actions, judgements, fines, or other proceedings relating to a Contamination action initiated against the Grantor Parties by any third party or government agency, and shall also promptly reimburse any costs and expenses (including, without limitation, reasonable attorney's fees) incurred by the Grantor to defend or resolve such proceedings, except to the extent such Contamination was caused by the negligence or willful misconduct of Grantor or Grantor's employees, agents, contractors, customers, or invitees. The indemnity provision herein shall survive the termination of this instrument, provided the obligation arose prior to such termination.

**INSURANCE:**

(1) Grantee shall maintain policies of commercial general liability and automobile liability insurance as agreed with Grantor.

(2) Upon request, Grantee shall furnish to Grantor certificates evidencing the insurance described, which insurance shall be issued by companies qualified and authorized to do business within the State of Texas and which shall name Grantor as an additional named insured.

Any use of the Easement or any other portion of Grantor's property by Grantee and any construction shall be done in compliance with applicable law.

In witness whereof, this instrument is executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTOR:**

**CF CSLK CARTER, LLC**, a Delaware limited liability company

By: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF TEXAS**

§

**CORPORATE ACKNOWLEDGMENT**

§

**COUNTY OF HAYS**

§

This instrument was acknowledged before me, the undersigned authority, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, on behalf of said **CF CSLK CARTER, LLC**, a Delaware limited liability company

\_\_\_\_\_  
Notary Public In and For  
The State of Texas

My Commission expires: \_\_\_\_\_

**AFTER RECORDING RETURN TO:**

City Secretary  
City of Dripping Springs  
P.O. Box 384  
Dripping Springs, Texas 78620

**EXHIBIT "A"**  
**EASEMENT TRACT**



SAM, LLC  
4801 Southwest Parkway, Bldg. Two, Suite 100, Austin, TX 78735  
Ofc 512.447.0575 Fax 512.326.3029  
info@sam.biz www.sam.biz TBPLS# 10064300

**Parcel 3**  
**Legal Description**  
**City of Dripping Springs**  
**South Regional Water Reclamation Project**  
**Parcel 3A: 0.01 Acre (436 Square Feet)**  
**Variable Width Water and Wastewater Easement**  
**Parcel 3B: 0.15 Acre (6,534 Square Feet)**  
**Variable Width Water and Wastewater & Permanent Access Easement**  
**Parcel 3C: 0.03 Acre (1,307 Square Feet)**  
**Permanent Access Easement**

**Parcel 3A:**

BEING A 0.01 ACRE VARIABLE WIDTH WATER AND WASTEWATER EASEMENT, SITUATED IN THE BENJAMIN F. HANNA SURVEY NO. 28, ABSTRACT NO. 222, HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 200.0 ACRE TRACT OF LAND, AS DESCRIBED IN A DEED TO CF CSLK CARTER LLC, AND RECORDED IN DOCUMENT NUMBER 21069740, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.). SAID 0.01 ACRE WATER AND WASTEWATER EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch iron rod found on the called centerline of the County Road (Creek Road), also being a 30 foot wide right-of-way, dedicated to Hays County, per plat of Cypress Fork Ranch, recorded in Volume 18, Page 167, O.P.R.H.C.TX. and Document Number 09815804 O.P.R.H.C.TX., for the northeast corner of a called 9.999 acre tract of land, as described in a deed to DS Ten Acres, LLC, and recorded in Volume 5310, Page 510, O.P.R.H.C.TX., same being the northwest corner of said 200.0 acre tract and this Water and Wastewater easement. From said point, a 1/2-inch iron rod found on the existing north right-of-way line of said Creek Road, bears N 11°19'23" E, a distance of 30.17 feet;

**THENCE** S 85°06'06" E, with said centerline, a distance of 23.56 feet, to a calculated point, for the northeast corner of this Water and Wastewater easement;

**THENCE** S 50°13'56" W, departing said centerline, over and across said 200.0 acre tract, a distance of 42.94 feet, to a point on the common line of said 200.0 acre tract and said 9.999 acre tract, for the south corner of this Water and Wastewater easement. From said point, a magnail with a washer found bears N 88°30'47" E, 46.03 feet;

**THENCE** N 17°55'19" E, with said common line, a distance of 30.98 feet, to the **POINT OF BEGINNING** and containing 0.01 acre, more or less.





**PARCEL 3B:**

BEING A 0.15 ACRE VARIABLE WIDTH WATER, WASTEWATER AND PERMANENT ACCESS EASEMENT, SITUATED IN THE BENJAMIN F. HANNA SURVEY NO. 28, ABSTRACT NO. 222, HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 200.0 ACRE TRACT OF LAND, AS DESCRIBED IN A DEED TO CF CSLK CARTER LLC, AND RECORDED IN DOCUMENT NUMBER 21069740, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.). SAID 0.15 ACRE WATER, WASTEWATER AND PERMANENT ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2-inch iron rod with an orange cap stamped "CMA5911" found, for the southeast corner of a called 9.999 acre tract of land, as described in a deed to DS Ten Acres, LLC, and recorded in Volume 5310, Page 510, O.P.R.H.C.TX., same being an interior ell corner of said 200.0 acre tract;

**THENCE** N 14°05'33" E, with the common line of said 9.999 acre tract and said 200.0 acre tract, a distance of 235.19 feet to a point, for the **POINT OF BEGINNING** of this Water and Wastewater easement;

**THENCE** N 14°05'33" E, continuing with said common line, a distance of 101.20 feet, to a point, said point being the beginning of a curve to the right;

**THENCE** departing said common line, over and across said 200.0 acre tract, with said curve to the right, an arc distance of 7.32 feet, through a central angle 01°40'24", having a radius of 250.65 feet, and a chord that bears N 24°08'54" E, a distance of 7.32 feet, to a point on the said common line;

**THENCE** with said common line, the following two (2) courses and distances:

- 1) N 36°43'56" E, a distance of 83.32 feet, to a point, for the northwest corner of this Water and Wastewater easement, and
- 2) N 84°09'30" E, a distance of 45.76 feet, to a point, for the northeast corner of this Water and Wastewater easement. From said point, a magnail in rockbed found bears N 84°09'30" E, 7.89 feet;

**THENCE** departing said common line, over and across said 200.0 acre tract, the following two (2) courses and distances:

- 1) S 50°13'56" W, a distance of 15.86 feet, to a point, said point being the beginning of a curve to the left, and
- 2) With said curve to the left, an arc distance of 83.46 feet, through a central angle 21°40'19", having a radius of 220.65 feet, and a chord that bears S 38°24'51" W, a distance of 82.96 feet, to a point on the common line of a called 453.709 acre tract of land, as described in a deed to Limestone Dripping Springs, LLC, recorded to Volume 4438, Page 870, Deed Records of Hays County, Texas (D.R.H.C.TX.) and said 200.0 acre tract;



**THENCE** with said common line, the following two (2) courses and distances:

- 1) N 64°15'39" W, a distance of 7.16 feet, to a point, and
- 2) S 00°39'21" W, a distance of 16.99 feet, to a point, said point being the beginning of a curve to the left;

**THENCE** departing said common line, over and across said 200.0 acre tract, the following two (2) courses and distances:

- 1) With said curve to the left, an arc distance of 77.09 feet, through a central angle 20°01'05", having a radius of 220.65 feet, and a chord that bears S 13°34'20" W, a distance of 76.70 feet, to a point, and
- 2) S 55°37'33" E, a distance of 20.61 feet, to a point on said common line;

**THENCE** S 00°39'21" W, with said common line, a distance of 36.07 feet, to a point, for the southwest corner of this Water and Wastewater easement;

**THENCE** departing said common line, over and across said 200.0 acre tract, the following two (2) courses and distances:

- 1) N 55°37'33" W, a distance of 62.04 feet, to the **POINT OF BEGINNING** and containing 0.15 acre, more or less.

**Parcel 3C:**

BEING A 0.03 ACRE PERMANENT ACCESS EASEMENT, SITUATED IN THE BENJAMIN F. HANNA SURVEY NO. 28, ABSTRACT NO. 222, HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 200.0 ACRE TRACT OF LAND, AS DESCRIBED IN A DEED TO CF CSLK CARTER LLC, AND RECORDED IN DOCUMENT NUMBER 21069740, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.). SAID 0.03 ACRE(1,307 SQUARE FEET) PERMANENT ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch iron rod found on the called centerline of the County Road (Creek Road), also being a 30 foot wide right-of-way, dedicated to Hays County, per plat of Cypress Fork Ranch, recorded in Volume 18, Page 167, O.P.R.H.C.TX. and Document Number 09815804 O.P.R.H.C.TX., for the northeast corner of a called 9.999 acre tract of land, as described in a deed to DS Ten Acres, LLC, and recorded in Volume 5310, Page 510, O.P.R.H.C.TX., same being the northwest corner of said 200.0 acre tract and this Permanent Access Easement. From said point, a 1/2-inch iron rod found on the existing north right-of-way line of said Creek Road, bears N 11°19'23" E, a distance of 30.17 feet;

**THENCE** S 85°06'06" E, with said centerline, a distance of 49.22 feet, to the most northeasterly corner of said 200.0 acre tract, being common with the most northwesterly corner of a called 3.50 acre tract as described in deed to Michael Van Pfullman and recorded in Volume 4776, Page 578, O.P.R.H.C.TX.;



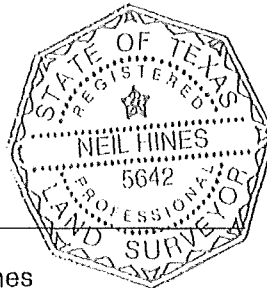
THENCE S 27°38'33" W, leaving said centerline, a distance of 23.87 feet, along the common line between said 200.0 tract and said 3.50 acre tract to a point on the common line of said 200.0 acre tract and said 3.50 acre tract, for the southeast corner of this Permanent Access Easement. From said point, a magnail with a washer found bears S 26°50'57" W, 3.29 feet;

THENCE S 87°07'37" W, a distance of 46.99, over an across said 200.0 tract to a point on the common line of said 200.0 tract and said 9.999 acre tract for the southwest corner of the easement described herein. From said point, a magnail in rockbed found bears S 17°55'19" W, 10.10 feet;

THENCE N 17°55'19" E, with said common line, a distance of 29.12 feet, to the **POINT OF BEGINNING** and containing 0.03 acre, more or less.

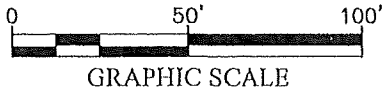
The bearings shown hereon are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are surface in U.S. Survey Feet and may be converted to grid by multiplying the distance by a combined scale factor of 0.999870.

*Neil Hines*



Neil Hines  
Registered Professional Land Surveyor  
Texas Registration Number 5642

Date: 9 November 2022



PARCEL 3A, & 3B  
HAYS COUNTY, TEXAS

PLAT OF WATER & WASTEWATER  
EASEMENT  
SOUTH REGIONAL WATER  
RECLAMATION PROJECT  
CITY OF DRIPPING SPRINGS



CALLED CENTERLINE OF  
COUNTY ROAD  
(CREEK ROAD)

CREEK ROAD  
30' ROADWAY R.O.W.  
DEDICATION TO HAYS CO.  
VOL. 18, PG. 167  
O.P.R.H.C.T.X.  
DOC. NO. 09815804  
O.P.R.H.C.T.X.

DOYLE M. FELLERS  
AND CLAIREEN FELLERS  
REMAINDER OF LOT 3  
CYPRESS FORK RANCH SUBDIVISION  
BK. 8, PG. 167  
P.R.H.C.T.X.  
VACATED IN  
INSTRUMENT NO. 20020B47  
O.P.R.H.C.T.X.

BENJAMIN F. HANNA SURVEY  
NO. 28, ABSTRACT 222

PARCEL 3A  
WATER & WASTEWATER  
EASEMENT  
0.01 AC.

PARCEL 3C  
PROPOSED  
PERMANENT ACCESS  
EASEMENT SEE  
SHEET 7 OF 8

MICHAEL VAN PFULLMAN  
CALLED 3.50 ACRES  
VOL. 4776, PG. 578  
O.P.R.H.C.T.X.

DS TEN ACRES, LLC  
CALLED 9.999 ACRES  
VOL. 5310, PG. 510

CF CSLK CARTER LLC  
200.0 ACRES  
DOC. NO. 21069740  
O.P.R.H.C.T.X.

SEE DETAIL "B"

TEMPORARY  
CONSTRUCTION EASEMENT  
0.17 AC.

PARCEL 3B  
WATER & WASTEWATER  
AND PERMANENT ACCESS  
EASEMENT  
0.15 AC.

TEMPORARY  
CONSTRUCTION EASEMENT  
0.02 AC.

LIMESTONE DRIPPING SPRINGS, LLC  
A CALLED 453.709 ACRE TRACT  
VOL. 4438, PG. 870  
D.R.H.C.T.X.

P.O.B.  
PARCEL 3B

TEMPORARY  
CONSTRUCTION EASEMENT  
0.02 AC.

PROPOSED 30'  
WATER & WASTEWATER  
EASEMENT

P.O.C.  
1/2" W/ORANGE CAP  
"CMA5911"

JOB NUMBER: 47232  
DATE: 5/18/2020  
SCALE: 1:50  
SURVEYOR: J. HINES  
TECHNICIAN: HILIER - P. EVANS  
DRAWING: PARCEL 3 CF R2  
TRACT 10P-3 CF CSLK CARTER



4801 Southwest Parkway  
Building Two, Suite 100  
Austin Texas, 78735  
Ofc: 512.447.0575  
Fax: 512.326.3020  
email: info@sam.biz

PROJECT: WATER & WASTEWATER EASEMENT  
CITY OF DRIPPING SPRINGS

SHEET 5  
OF 8

Texas Firm Registration No. 10064300

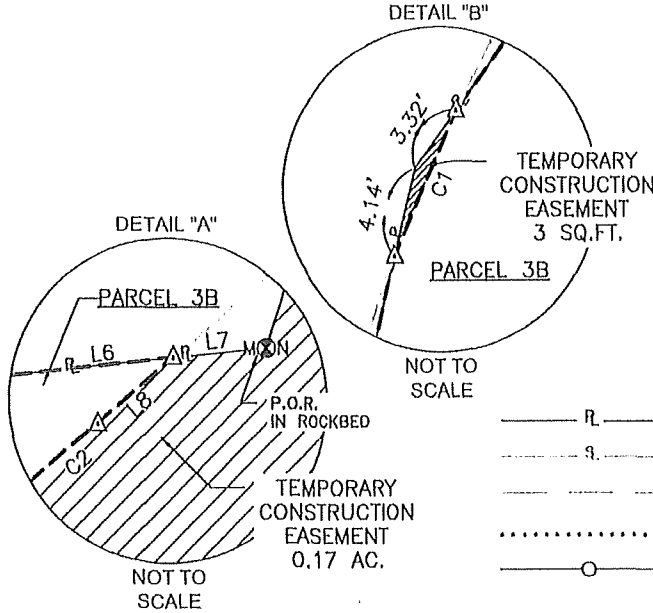
PARCEL 3A, & 3B  
HAYS COUNTY, TEXAS

PLAT OF WATER & WASTEWATER  
EASEMENT  
SOUTH REGIONAL WATER  
RECLAMATION PROJECT  
CITY OF DRIPPING SPRINGS



PARCEL 3A & 3B  
HAYS COUNTY, TEXAS

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	N11°19'23"E	30.17'
L2	S85°06'06"E	23.56'
L3	S50°13'56"W	42.94'
L4	N88°30'47"E	46.03'
L5	N17°55'19"E	30.98'
L6	N84°09'30"E	45.76'
L7	N84°09'30"E	7.89'
L8	S50°13'56"W	15.86'
L9	N64°15'39"W	7.16'
L10	S00°39'21"W	16.99'
L11	S55°37'33"E	20.61'
L12	S00°39'21"W	36.07'
L13	N55°37'33"W	62.04'



LEGEND

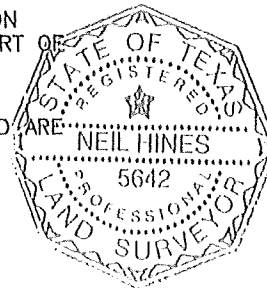
- PL ——— PARCEL LIMITS
- - - - - S - - - - - APPROXIMATE SURVEY LINE
- ADJOINER PROPERTY
- ..... FLYTIE
- FENCE
- EDGE OF ROAD
- IRON ROD FOUND (AS NOTED)
- △ CALCULATED POINT
- ⊗ MAG NAIL FOUND
- D.R.H.C.TX. DEED RECORDS HAYS COUNTY, TEXAS
- P.R.H.C.TX. PLAT RECORDS HAYS COUNTY, TEXAS
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- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- P.O.C. POINT OF COMMENCEMENT
- [ ] PERMANENT EASEMENT
- [ / ] TEMPORARY CONSTRUCTION EASEMENT
- [ X ] PERMANENT ACCESS EASEMENT

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	001°40'24"	250.65'	7.32'	N24°08'54"E	7.32'
C2	021°40'19"	220.65'	83.46'	S38°24'51"W	82.96'
C3	020°01'05"	220.65'	77.09'	S13°34'20"W	76.70'

NOTES:

- ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83 (2011). ALL DISTANCES ARE REPRESENTED IN SURFACE VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM. TO OBTAIN GRID DISTANCE MULTIPLY BY CSF OF 0.999870.
- RECORD INFORMATION SHOWN HEREON IS BASED UPON TITLE COMMITMENT ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY GF. NO. 19-1673-CR, EFFECTIVE DATE: OCTOBER 5, 2022, ISSUED OCTOBER 25, 2022.
- FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF EASEMENT.
- THIS EASEMENT PLAT AND THE ATTACHED DESCRIPTION WERE PREPARED FOR THE PURPOSES OF CREATING AN EASEMENT AND NOT INTENDED FOR USE AS A PROPERTY BOUNDARY SURVEY.

*Neil Hines*  
NEIL HINES \_\_\_\_\_ DATE  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 5642 - STATE OF TEXAS



JOB NUMBER: 47232  
DATE: 11/02/2022  
SCALE: 1:50  
SURVEYOR: N. HINES  
TECHNICIAN: E. DILLER - P. EVANS - J. BRADSHAW  
DRAWING: PARCEL 3 OF R2  
TRACT ID: P-3 OF CSLK CARTER

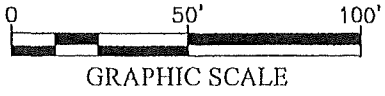


4801 Southwest Parkway  
Building Two, Suite 100  
Austlin Texas, 78735  
Ofc: 512.447.0575  
Fax: 512.326.3029  
email: info@sam.biz

Texas Firm Registration No. 10064300

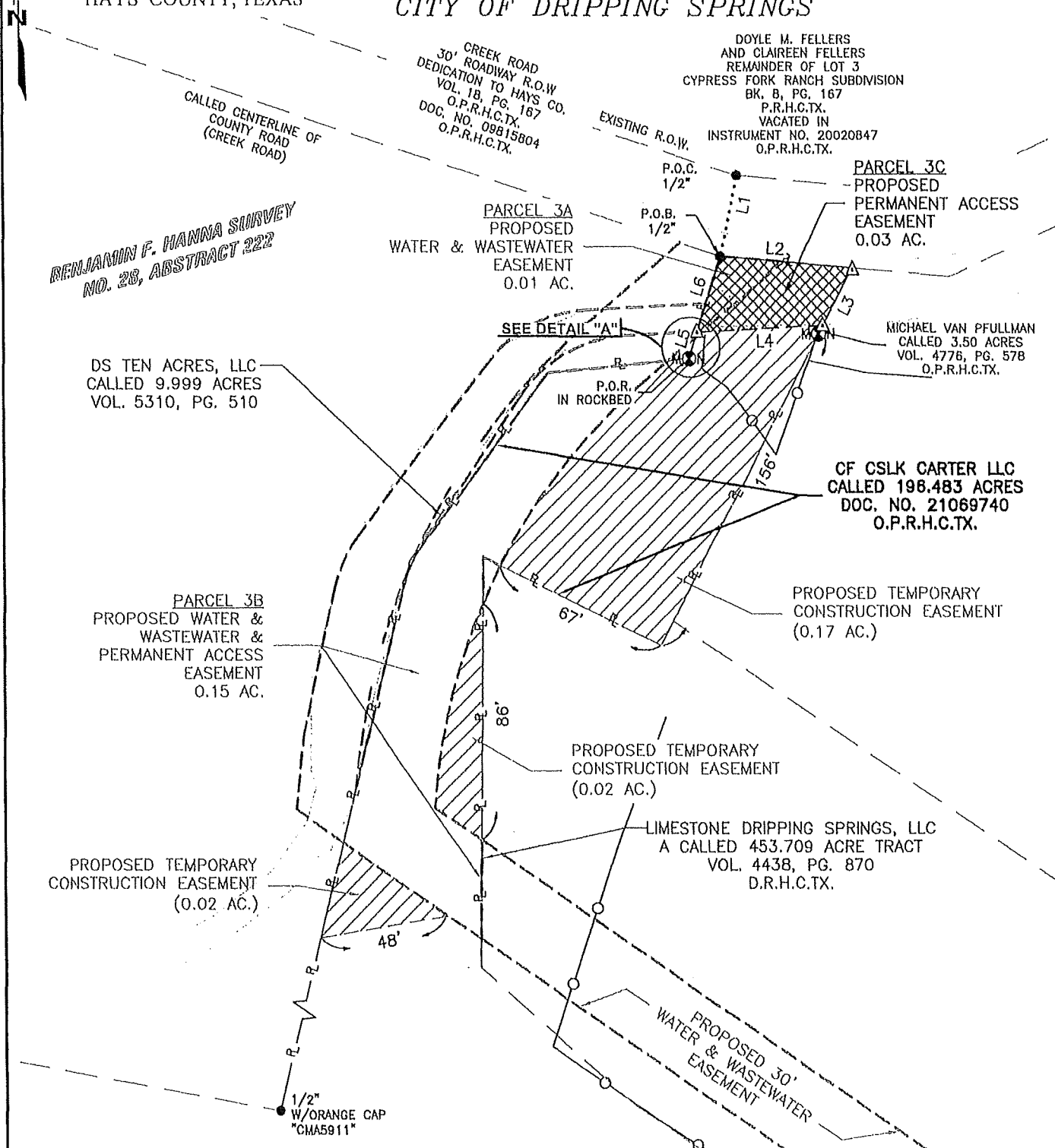
PROJECT: WATER & WASTEWATER EASEMENT  
CITY OF DRIPPING SPRINGS

SHEET 6  
OF 8



**PLAT OF  
PERMANENT ACCESS EASEMENT  
SOUTH REGIONAL WATER  
RECLAMATION PROJECT  
CITY OF DRIPPING SPRINGS**

PARCEL 3C  
HAYS COUNTY, TEXAS



*BENJAMIN F. HANNA SURVEY  
NO. 28, ABSTRACT 222*

DS TEN ACRES, LLC  
CALLED 9.999 ACRES  
VOL. 5310, PG. 510

PARCEL 3B  
PROPOSED WATER &  
WASTEWATER &  
PERMANENT ACCESS  
EASEMENT  
0.15 AC.

PROPOSED TEMPORARY  
CONSTRUCTION EASEMENT  
(0.02 AC.)

PARCEL 3A  
PROPOSED  
WATER & WASTEWATER  
EASEMENT  
0.01 AC.

SEE DETAIL "A"  
P.O.R.  
IN ROCKBED

PROPOSED TEMPORARY  
CONSTRUCTION EASEMENT  
(0.02 AC.)

LIMESTONE DRIPPING SPRINGS, LLC  
A CALLED 453.709 ACRE TRACT  
VOL. 4438, PG. 870  
D.R.H.C.TX.

DOYLE M. FELLERS  
AND CLAIREEN FELLERS  
REMAINDER OF LOT 3  
CYPRESS FORK RANCH SUBDIVISION  
BK. B, PG. 167  
P.R.H.C.TX.  
VACATED IN  
INSTRUMENT NO. 20020847  
O.P.R.H.C.TX.

PARCEL 3C  
PROPOSED  
PERMANENT ACCESS  
EASEMENT  
0.03 AC.

MICHAEL VAN PFULLMAN  
CALLED 3.50 ACRES  
VOL. 4776, PG. 578  
O.P.R.H.C.TX.

CF CSLK CARTER LLC  
CALLED 196.483 ACRES  
DOC. NO. 21069740  
O.P.R.H.C.TX.

PROPOSED TEMPORARY  
CONSTRUCTION EASEMENT  
(0.17 AC.)

PROPOSED 30'  
WATER & WASTEWATER  
EASEMENT

1/2"  
W/ORANGE CAP  
"CMA5911"

JOB NUMBER: 47232
DATE: 11/02/2022
SCALE: 1"=50'
SURVEYOR: J. HINES
TECHNICIAN: EVANS - J. BRADSHAW
DRAWING: 3 - DEVELOPMENT
TRACT ID: 3 - DEVELOPMENT



4801 Southwest Parkway  
Building Two, Suite 100  
Austin Texas, 78735  
Ofc: 512.447.0575  
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email: info@sam.blz

Texas Firm Registration No. 10064300

PROJECT: WATER & WASTEWATER EASEMENT  
CITY OF DRIPPING SPRINGS

SHEET 7  
OF 8

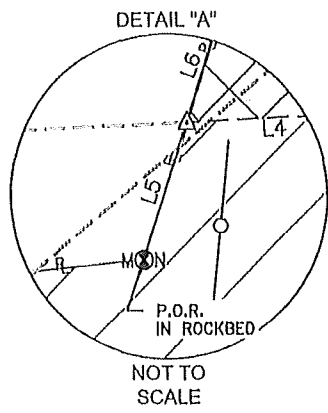
PARCEL 3C  
HAYS COUNTY, TEXAS

PLAT OF  
PERMANENT ACCESS EASEMENT  
SOUTH REGIONAL WATER  
RECLAMATION PROJECT  
CITY OF DRIPPING SPRINGS

LINE TABLE		
NUMBER	DIRECTION	LENGTH
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L2	S85°06'06"E	49.22'
L3	S27°38'33"W	23.87'
L4	S87°07'37"W	46.99'
L5	S17°55'19"W	10.10'
L6	N17°55'19"E	29.12'

LEGEND

- ¶ ——— PARCEL LIMITS
- ¶ ——— APPROXIMATE SURVEY LINE
- ADJOINER PROPERTY
- ..... FLYTIE
- FENCE
- EDGE OF ROAD
- IRON ROD FOUND (AS NOTED)
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- D.R.H.C.TX. DEED RECORDS HAYS COUNTY, TEXAS
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- P.O.B. POINT OF BEGINNING
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- [ ] PERMANENT EASEMENT
- [ / ] TEMPORARY CONSTRUCTION EASEMENT
- [ X ] PERMANENT ACCESS EASEMENT



NOTES:

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*Neil Hines*  
NEIL HINES  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 5642 - STATE OF TEXAS

DATE

JOB NUMBER: 47232  
DATE: 5/15/2020  
SCALE: 1:50  
SURVEYOR: NEIL HINES  
TECHNICIAN: P. EVANS  
DRAWING: P-3 DEVELOPMENT  
TRACY ID: P-3 DEVELOPMENT



4801 Southwest Parkway  
Building Two, Suite 100  
Aublin Texas, 78735  
Ofc: 512.447.0575  
Fax: 512.326.3029  
email: Info@sam.biz  
Texas Firm Registration No. 10064300

PROJECT: WATER & WASTEWATER EASEMENT  
CITY OF DRIPPING SPRINGS

SHEET 8  
OF 8

# Exhibit A-6



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

**TEMPORARY CONSTRUCTION EASEMENT**  
(CORPORATE)

**Date:** \_\_\_\_\_

**Grantor:** **CF CSLK CARTER LLC**, a Delaware limited liability company

**Grantor's Address:** 1345 Ave of Americas, 45<sup>th</sup> Floor  
New York, New York 10105

**Grantee:** **CITY OF DRIPPING SPRINGS, TEXAS**, a General Law municipality situated in Hays County, Texas

**Grantee's Address:** P.O. Box 384  
511 Mercer Street  
Dripping Springs, Hays County, Texas 78620

**Property:** An exclusive approximately 0.21 acre temporary easement and right-of-way ("Easement") in, upon, across, over, along and through the parcel of real property of Grantor which is more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference ("Easement Tract").

**Consideration:** Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid to Grantor for which no lien either express or implied is retained

**GRANT OF EASEMENT:**

**CF CSLK CARTER LLC**, a Delaware limited liability company ("**Grantor**"), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby GRANT, SELL AND CONVEY unto **THE CITY OF DRIPPING SPRINGS, TEXAS**, a General Law municipality located in Hays County, Texas ("**Grantee**") the Easement, subject to the Reservations and Additional Terms set forth below, in, upon, across, over, along and through the Easement Tract TO HAVE AND TO HOLD the same for the Duration to Grantee and its successors and assigns, together with the right and privilege at any and all times to enter the Easement Tract with rights of ingress and egress from the adjoining property of Grantor, or any part thereof, for the purpose of construction of the City of Dripping Springs wastewater system improvements Texas Water Development Board Project No. 73819.

Grantor, on behalf of Grantor and its, legal representatives, successors and assigns, does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement, herein granted on the Easement Tract, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise, for the Duration of the Easement.

**CHARACTER OF EASEMENT:**

The Easement rights of use granted herein are temporary and limited to the Duration stated herein. The Easement is for the benefit of Grantee. The Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof if the property transfers ownership before the Duration of the Easement.

**PURPOSE OF EASEMENT:**

The Easement shall be used for storing equipment and materials located at **City of Dripping Springs South Regional Water Reclamation Project** (“Project”), for construction staging and operations, for the construction of the wastewater system improvements (“Easement Purpose”).

**DURATION OF EASEMENT:**

This Easement is temporary, and will become effective from the date of execution of the Easement and continuing for two (2) years, when it will terminate automatically, unless extended in writing by Grantor prior to expiration (“Duration”).

**GRANTOR USE:**

Grantor hereby retains, reserves, and shall continue to enjoy and use the Easement Tract (or grant to others the right to do the same as conditioned herein) for any and all purposes that do not interfere with or prevent the use by Grantee of the Easement herein granted for the Easement Purpose for the Duration of the Easement. Grantee has the right to trim trees and shrubbery without Grantor recourse, to the extent reasonably necessary to prevent interference with use within the Easement Tract for the Easement Purpose.

**RESERVATIONS:**

Notwithstanding anything contained herein to the contrary, Grantor reserves for itself. Its successors and assigns, all of the following (the “Reservations”):

(1) Grantor hereby retains, reserves, and shall continue to enjoy the use of the Easement Tract (or grant to others the right to do the same as conditioned herein) for any and all purposes that do not interfere with or prevent the use by Grantee of the Easement herein granted for the Purpose of Easement;

(2) Grantee has the right to trim trees and shrubbery located within the Easement without Grantor recourse, to the extent necessary to prevent interference with use within the Easement Tract;

(3) Grantor hereby retains, reserves and shall continue to enjoy all mineral interests in the Easement, whether metallic or nonmetallic, whether similar or dissimilar, whether known or unknown, currently owned by Grantor in, on, and under and that may be produced and saved from the Easement or acreage pooled or unitized therewith, and the full and exclusive executive rights to execute leases in connection therewith, provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals in the Easement but will be permitted to extract the minerals from and under the Easement by directional drilling or other means, so long as such activities do not damage, destroy, injure, and/or interfere with Grantee's use of the Easement for the Easement Purpose; and

(4) Grantor hereby retains, reserves and shall continue to enjoy all groundwater rights in and to the Easement, whether known or unknown, currently owned by Grantor in, on, and under and that may be produced and saved from the Easement or acreage pooled or unitized therewith, and the full and exclusive executive rights to execute leases in connection therewith, provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of groundwater from the Easement but will be permitted to extract the groundwater from and under the Easement by directional drilling or other means, so long as such activities do not damage, destroy, injure, and/or interfere with Grantee's use of the Easement for the Easement Purpose.

**ADDITIONAL TERMS:**

The Easement and Grantee's use thereof shall be subject to the following additional terms and conditions (the "Additional Terms"):

(1) Grantee, its successors, and assigns will not dig, excavate or drill within the Easement, or construct any improvements within the Easement, without first notifying Grantor in writing at least three (3) days prior to commencing such work. Grantee shall use commercially reasonable efforts to coordinate the performance of any such work with Grantor and to schedule such work at times that will not materially and adversely affect Grantor's ability to access and use the remainder of Grantor's property including Grantor's other property.

(2) Grantor, its successors, and assigns will not dig, excavate, drill, or construct any improvements within the Easement without first notifying Grantee.

(3) Grantee will promptly (a) upon completion of initial construction of the Project, and prior to the termination of the Easement: remove all construction debris and other material remaining on the site after construction; remove any disturbed rock, roots, and soil; remove any temporary barriers; remove any temporary access roads and drainage facilities; revegetate disturbed vegetated areas; and restore roadway surfaces to the condition existing at the date of execution or better condition, unless requested otherwise by Grantor and restore the ground surface of the Easement as nearly as practicable to the vegetation, contour and condition which existed immediately prior to the commencement of such construction and repair in a good and workmanlike manner to a good or better condition as the condition which existed immediately

prior to the commencement of such construction any and all fences, parking surfaces, drainage, irrigation, and other utility systems which are cut or damaged by Grantee; and (b) restore, at Grantee's sole cost and expense, any damage caused by Grantee or its agents, servants, employees, contractors, or subcontractors to Grantor's landscaping, grasses, trees, shrubbery, fences, buildings, improvements, drives, parking surfaces, or other property; or, if such damages cannot be reasonably restored by Grantee, pay Grantor or Grantor's licensees and occupants for the reasonable cost of such required repair and restoration.

(4) Prior to the start of construction of the Project, Grantee agrees to install all barriers required by the Federal or State agency and the issued permit(s) to prevent loss of disturbed soil, and may install temporary access roads and drainage facilities needed for access.

(5) The termination of this Temporary Construction Easement shall not, in any way, cancel, terminate, reduce, or diminish any permanent Easement granted by Grantor.

(6) All notices required or permitted to be given under this Temporary Construction Easement (CORPORATE) shall be in writing and shall be considered sufficiently given if delivered to the specified address by (a) hand, courier or overnight delivery service or (b) certified or registered mail, return receipt requested:

If to Grantor:

**CF CSLK CARTER LLC**  
Attn: Gregory L. Rich  
12222 Merit Drive, Suite 1020  
Dallas, TX 75251  
972-960-2777 (O) Ext-103  
972-960-2660 (F)  
[g-rich@siepiela.com](mailto:g-rich@siepiela.com)

**With Copy to:**

Stephen Wark  
c/o Fortress Investment Group  
1345 Ave of Americas, 45<sup>th</sup> Floor  
New York, New York 10105

If to Grantee:

**The City of Dripping Springs**

Attn: City Secretary  
P.O. Box 384  
Dripping Springs, Texas 78620

A notice shall be effective upon the other party's receipt of the notice. Either party may specify a different address for delivery of notices by written notice to the other party as provided herein.

(7) This Easement may be signed in counterparts with the same effect as if each party signed one instrument.

(8) This conveyance is made by Grantor and accepted by Grantee subject to any and all existing easements, covenants, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, relating to the Easement, to the extent, and only to the extent, that the same may still be in force and effect, and either shown of record in the office of the County Clerk of the County in which any part of Grantor's property is located, or that may be apparent on Grantor's property (the "Prior Encumbrances"). Grantee agrees, to the fullest extent permitted by law, to indemnify, defend, and hold Grantor, its successors, assignees, licensees, occupants, officers, agents, employees, and contractors (each a "Grantor Party" and, collectively, the "Grantor Parties") harmless from and against any and all claims, losses, damages, liabilities and/or costs (including, without limitation, court costs and actual and reasonable attorneys' fees) arising from or related to Grantee's exercise of any of their rights under this Easement that affects any right or property of any grantee or beneficiary under any of the Prior Encumbrances.

**(9) BY ITS ACCEPTANCE OF THIS EASEMENT CONVEYANCE, AND AS A MATERIAL PART OF THE CONSIDERATION, GRANTEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT (i) ANY INFORMATION PROVIDED TO GRANTEE PERTAINING TO THE EASEMENT BY GRANTOR HAS NOT BEEN INDEPENDENTLY INVESTIGATED OR VERIFIED BY GRANTOR, (ii) GRANTOR IS NOT MAKING, AND HAS NOT MADE, ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION; AND (iii) GRANTOR IS NOT, AND WILL NOT BE, LIABLE OR BOUND IN ANY MANNER WHATSOEVER BY ANY WRITTEN OR VERBAL STATEMENT, REPRESENTATION, REPORT, SURVEY, OR INFORMATION FURNISHED TO GRANTEE, OR MADE BY ANY PARTY WITH RESPECT TO THE EASEMENT HEREBY CONVEYED. GRANTEE SPECIFICALLY AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO CONDUCT SUCH TESTS, STUDIES, AND INVESTIGATIONS AS GRANTEE DEEMS NECESSARY AND APPROPRIATE, GRANTEE IS RELYING SOLELY UPON ITS OWN INVESTIGATION OF GRANTOR'S PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY GRANTOR. GRANTEE FURTHER AGREES THAT GRANTEE HAS PURCHASED AND ACCEPTED THE EASEMENT IN ITS CURRENT, "AS IS," WITH ALL FAULTS CONDITION, AND TO HAVE ASSUMED THE RISK OF ANY MATTER OR CONDITION WHICH IS LATENT OR PATENT OR THAT COULD HAVE BEEN REVEALED BY THEIR INVESTIGATIONS. GRANTOR HAS NOT MADE (AND GRANTOR HEREBY EXPRESSLY DISCLAIMS, AND GRANTOR IS SELLING THE EASEMENT WITHOUT) ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER, AS TO THE VALUE, CONDITION, NATURE, CHARACTER, SUITABILITY, HABITABILITY, OR FITNESS OF THE EASEMENT, THE PRESENCE OR ABSENCE OF ANY HAZARDOUS MATERIAL OR OTHER ENVIRONMENTAL CONDITION OR COMPLIANCE OF GRANTOR'S LAND WITH, OR VIOLATION OF, ANY LAW, STATUTE, ORDINANCE, RULE, OR REGULATION, AND ANY OF SUCH REPRESENTATIONS AND WARRANTIES, AND ANY CLAIMS OR CAUSES OF ACTION AGAINST GRANTOR BASED ON OR ARISING WITH RESPECT TO ANY SUCH VIOLATION OF ANY FEDERAL, STATE, OR LOCAL STATUTE, ORDINANCE, RULE, OR REGULATION ARE HEREBY EXPRESSLY WAIVED AND RELEASED BY GRANTEE.**

(10) GRANTEE WILL BE SOLELY RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ANY IMPROVEMENTS THAT IT CONSTRUCTS WITHIN THE EASEMENT, THE OPERATION, MAINTENANCE, AND REPAIR THEREOF, AND ANY DAMAGES RESULTING FROM THE ACTIVITIES OF GRANTEE HEREUNDER OR GRANTEE'S USE OF THE EASEMENT, OR ANY OTHER PORTION OF GRANTOR'S PROPERTY BY GRANTEE, OR GRANTEE'S EMPLOYEES, AGENTS, CONTRACTORS, CUSTOMERS, OR INVITEES AND, TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTEE HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD THE GRANTOR PARTIES HARMLESS FROM ANY CLAIMS, COSTS, DAMAGES, EXPENSES, AND LEGAL FEES OR COSTS ASSOCIATED WITH ANY OF THE FOREGOING. NOTHING CONTAINED IN THIS INSTRUMENT WILL EVER BE CONSTRUED TO PLACE UPON GRANTOR ANY MANNER OF LIABILITY FOR INJURY TO OR DEATH OF PERSONS OR FOR DAMAGE TO OR LOSS OF PROPERTY ARISING FROM OR IN ANY MANNER CONNECTED WITH THE ACTS, CONDUCT, OR NEGLIGENCE OF GRANTEE, OR THEIR CONTRACTORS, IN THE DESIGN, CONSTRUCTION, OR MAINTENANCE OF ANY IMPROVEMENT WITHIN THE EASEMENT.

(11) Grantee covenants and agrees that, in conducting its operations on Grantor's Property, Grantee shall comply with all applicable laws, statutes, rules, and regulations. In the event of any leak, spill or release of any hazardous substances caused by or arising from Grantee's operation of the Improvements (a "Contamination"), Grantee shall take immediate action to stop such Contamination and to clean up and remediate any affected soil, groundwater or other areas in accordance with applicable laws, statutes, rules and regulations. Without limiting any of Grantor's rights or Grantee's obligations set forth elsewhere in this instrument, to the fullest extent permitted by law, Grantee shall indemnify, defend, and hold harmless Grantor from and against any and all claims, actions, judgements, fines, or other proceedings relating to a Contamination initiated against the Grantor Parties by any third party or government agency, and shall also promptly reimburse any costs and expenses (including, without limitation, reasonable attorney's fees) incurred by the Grantor to defend or resolve such proceedings, except to the extent such Contamination was caused by the negligence or willful misconduct of Grantor or Grantor's employees, agents, contractors, customers, or invitees. The indemnity provision herein shall survive the termination of this instrument, provided the obligation arose prior to such termination.

#### **INSURANCE:**

(1) Grantee shall maintain policies of commercial general liability automobile liability insurance as agreed with Grantor.

(2) Grantee shall furnish to Grantor certificates evidencing the insurance described in this Section 2, which insurance shall be issued by companies qualified and authorized to do business within the State of Texas and which shall name Grantor as an additional named insured.

Any use of the Easement or any other portion of Grantor's property by Grantee and any construction shall be done in compliance with applicable law.

In witness whereof, this instrument is executed this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

**GRANTOR:**

**CF CSLK CARTER LLC,**  
a Delaware limited liability

By: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF TEXAS**

§

**CORPORATE ACKNOWLEDGMENT**

§

**COUNTY OF HAYS**

§

This instrument was acknowledged before me, the undersigned authority, this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, on behalf of said **CF  
CSLK CARTER LLC**, a Delaware limited liability.

\_\_\_\_\_  
Notary Public In and For  
The State of Texas

My Commission expires: \_\_\_\_\_

**AFTER RECORDING RETURN TO:**

City Secretary  
City of Dripping Springs  
P.O. Box 384  
Dripping Springs, Texas 78620

**EXHIBIT A**  
**EASEMENT TRACT**





SAM, LLC  
4801 Southwest Parkway, Bldg. Two, Suite 100, Austin, TX 78735  
Ofc 512.447.0575 Fax 512.326.3029  
info@sam.biz www.sam.biz FBPI5 # 10064300

**Parcel 3**  
**Legal Description**  
**City of Dripping Springs**  
**South Regional Water Reclamation Project**  
**Parcel 3A: 0.01 Acre (436 Square Feet)**  
**Variable Width Water and Wastewater Easement**  
**Parcel 3B: 0.15 Acre (6,534 Square Feet)**  
**Variable Width Water and Wastewater & Permanent Access Easement**  
**Parcel 3C: 0.03 Acre (1,307 Square Feet)**  
**Permanent Access Easement**

**Parcel 3A:**

BEING A 0.01 ACRE VARIABLE WIDTH WATER AND WASTEWATER EASEMENT, SITUATED IN THE BENJAMIN F. HANNA SURVEY NO. 28, ABSTRACT NO. 222, HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 200.0 ACRE TRACT OF LAND, AS DESCRIBED IN A DEED TO CF CSLK CARTER LLC, AND RECORDED IN DOCUMENT NUMBER 21069740, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.). SAID 0.01 ACRE WATER AND WASTEWATER EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch iron rod found on the called centerline of the County Road (Creek Road), also being a 30 foot wide right-of-way, dedicated to Hays County, per plat of Cypress Fork Ranch, recorded in Volume 18, Page 167, O.P.R.H.C.TX. and Document Number 09815804 O.P.R.H.C.TX., for the northeast corner of a called 9.999 acre tract of land, as described in a deed to DS Ten Acres, LLC, and recorded in Volume 5310, Page 510, O.P.R.H.C.TX., same being the northwest corner of said 200.0 acre tract and this Water and Wastewater easement. From said point, a 1/2-inch iron rod found on the existing north right-of-way line of said Creek Road, bears N 11°19'23" E, a distance of 30.17 feet;

**THENCE** S 85°06'06" E, with said centerline, a distance of 23.56 feet, to a calculated point, for the northeast corner of this Water and Wastewater easement;

**THENCE** S 50°13'56" W, departing said centerline, over and across said 200.0 acre tract, a distance of 42.94 feet, to a point on the common line of said 200.0 acre tract and said 9.999 acre tract, for the south corner of this Water and Wastewater easement. From said point, a magnail with a washer found bears N 88°30'47" E, 46.03 feet;

**THENCE** N 17°55'19" E, with said common line, a distance of 30.98 feet, to the **POINT OF BEGINNING** and containing 0.01 acre, more or less.



**THENCE** with said common line, the following two (2) courses and distances:

- 1) N 64°15'39" W, a distance of 7.16 feet, to a point, and
- 2) S 00°39'21" W, a distance of 16.99 feet, to a point, said point being the beginning of a curve to the left;

**THENCE** departing said common line, over and across said 200.0 acre tract, the following two (2) courses and distances:

- 1) With said curve to the left, an arc distance of 77.09 feet, through a central angle 20°01'05", having a radius of 220.65 feet, and a chord that bears S 13°34'20" W, a distance of 76.70 feet, to a point, and
- 2) S 55°37'33" E, a distance of 20.61 feet, to a point on said common line;

**THENCE** S 00°39'21" W, with said common line, a distance of 36.07 feet, to a point, for the southwest corner of this Water and Wastewater easement;

**THENCE** departing said common line, over and across said 200.0 acre tract, the following two (2) courses and distances:

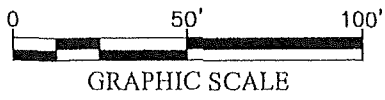
- 1) N 55°37'33" W, a distance of 62.04 feet, to the **POINT OF BEGINNING** and containing 0.15 acre, more or less.

**Parcel 3C:**

BEING A 0.03 ACRE PERMANENT ACCESS EASEMENT, SITUATED IN THE BENJAMIN F. HANNA SURVEY NO. 28, ABSTRACT NO. 222, HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 200.0 ACRE TRACT OF LAND, AS DESCRIBED IN A DEED TO CF CSLK CARTER LLC, AND RECORDED IN DOCUMENT NUMBER 21069740, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.). SAID 0.03 ACRE(1,307 SQUARE FEET) PERMANENT ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch iron rod found on the called centerline of the County Road (Creek Road), also being a 30 foot wide right-of-way, dedicated to Hays County, per plat of Cypress Fork Ranch, recorded in Volume 18, Page 167, O.P.R.H.C.TX. and Document Number 09815804 O.P.R.H.C.TX., for the northeast corner of a called 9.999 acre tract of land, as described in a deed to DS Ten Acres, LLC, and recorded in Volume 5310, Page 510, O.P.R.H.C.TX., same being the northwest corner of said 200.0 acre tract and this Permanent Access Easement. From said point, a 1/2-inch iron rod found on the existing north right-of-way line of said Creek Road, bears N 11°19'23" E, a distance of 30.17 feet;

**THENCE** S 85°06'06" E, with said centerline, a distance of 49.22 feet, to the most northeasterly corner of said 200.0 acre tract, being common with the most northwesterly corner of a called 3.50 acre tract as described in deed to Michael Van Pfullman and recorded in Volume 4776, Page 578, O.P.R.H.C.TX.;



PARCEL 3A, & 3B  
HAYS COUNTY, TEXAS

PLAT OF WATER & WASTEWATER  
EASEMENT  
SOUTH REGIONAL WATER  
RECLAMATION PROJECT  
CITY OF DRIPPING SPRINGS



BENJAMIN F. HANNA SURVEY  
NO. 28, ABSTRACT 222

CREEK ROAD  
30' ROADWAY R.O.W.  
DEDICATION TO HAYS CO.  
VOL. 18, PG. 167  
O.P.R.H.C.T.X.  
DOC. NO. 09815804  
O.P.R.H.C.T.X.

DOYLE M. FELLERS  
AND CLAIREEN FELLERS  
REMAINDER OF LOT 3  
CYPRESS FORK RANCH SUBDIVISION  
BK. 8, PG. 167  
P.R.H.C.T.X.  
VACATED IN  
INSTRUMENT NO. 20020847  
O.P.R.H.C.T.X.

DS TEN ACRES, LLC  
CALLED 9.999 ACRES  
VOL. 5310, PG. 510

PARCEL 3A  
WATER & WASTEWATER  
EASEMENT  
0.01 AC.

PARCEL 3C  
PROPOSED  
PERMANENT ACCESS  
EASEMENT SEE  
SHEET 7 OF 8

MICHAEL VAN PFULLMAN  
CALLED 3.50 ACRES  
VOL. 4776, PG. 578  
O.P.R.H.C.T.X.

CF CSLK CARTER LLC  
200.0 ACRES  
DOC. NO. 21069740  
O.P.R.H.C.T.X.

TEMPORARY  
CONSTRUCTION EASEMENT  
0.17 AC.

TEMPORARY  
CONSTRUCTION EASEMENT  
0.02 AC.

PARCEL 3B  
WATER & WASTEWATER  
AND PERMANENT ACCESS  
EASEMENT  
0.15 AC.

LIMESTONE DRIPPING SPRINGS, LLC  
A CALLED 453.709 ACRE TRACT  
VOL. 4438, PG. 870  
D.R.H.C.T.X.

TEMPORARY  
CONSTRUCTION EASEMENT  
0.02 AC.

PROPOSED 30'  
WATER & WASTEWATER  
EASEMENT

SEE DETAIL "B"

SEE DETAIL "A"

P.O.B.  
PARCEL 3B

P.O.C.  
1/2" W/ORANGE CAP  
"CMA5911"

JOB NUMBER: 47232
DATE: 5/18/2020
SCALE: 1/50
SURVEYOR: J. HINES
TECHNICIAN: HILER - P. EVANS
DRAWING: PARCEL 3 OF R2
TRACT: TRIP-3 OF CSLK CARTER

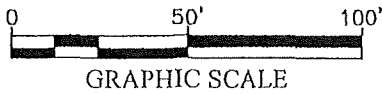


4801 Southwest Parkway  
Building Two, Suite 100  
Austin Texas, 78735  
Ofc: 512.447.0575  
Fax: 512.326.3029  
email: Info@sam.biz

PROJECT: WATER & WASTEWATER EASEMENT  
CITY OF DRIPPING SPRINGS

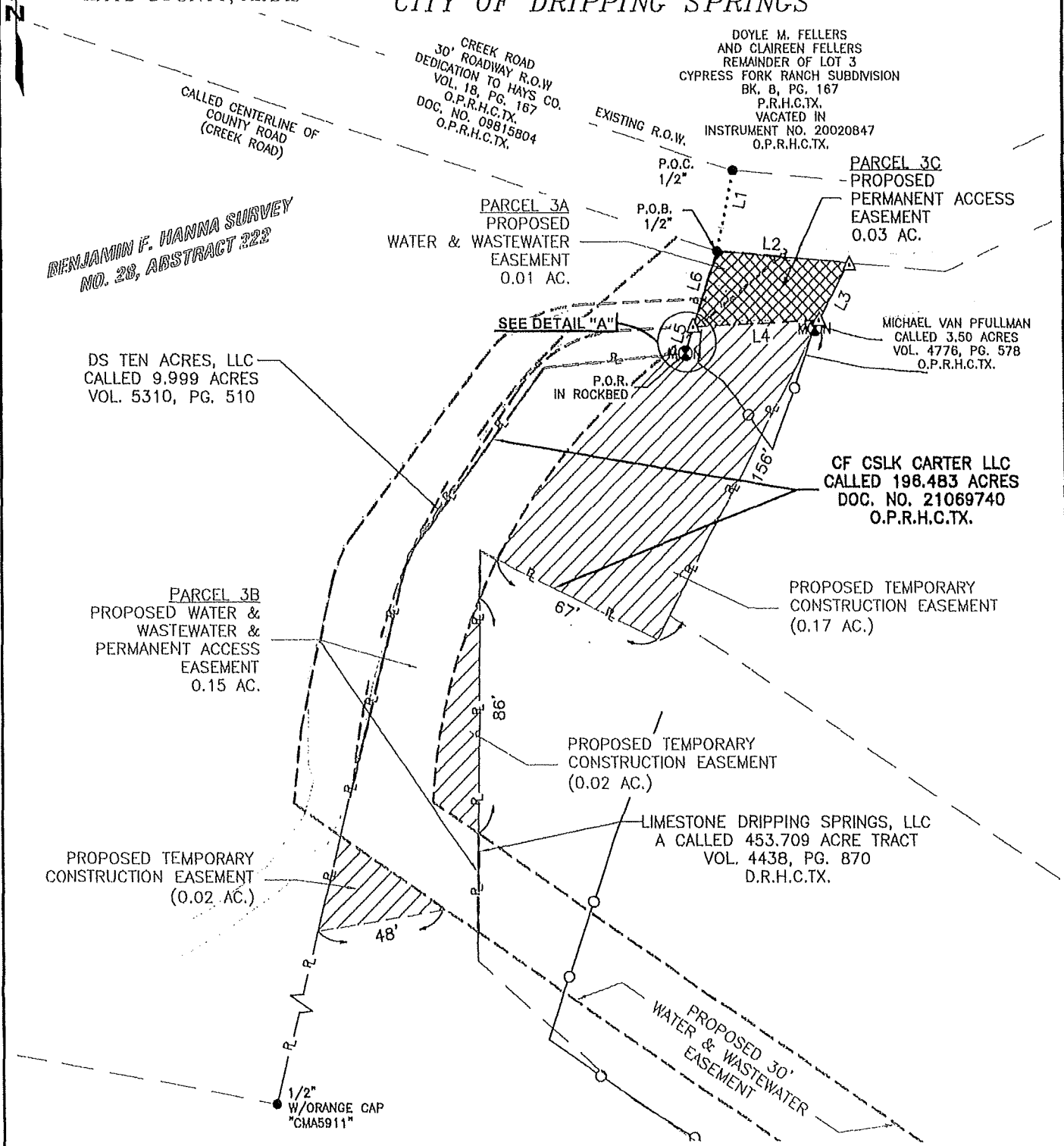
SHEET 5  
OF 8

Texas Firm Registration No. 10064300



PARCEL 3C  
HAYS COUNTY, TEXAS

PLAT OF  
PERMANENT ACCESS EASEMENT  
SOUTH REGIONAL WATER  
RECLAMATION PROJECT  
CITY OF DRIPPING SPRINGS



JOB NUMBER: 47232  
DATE: 11/02/2022  
SCALE: 1/50  
SURVEYOR: N. HINES  
TECHNICIAN: P. EVANS - J. BRADSHAW  
DRAWING: P-3 DEVELOPMENT  
TRACT 10: P-3 DEVELOPMENT



4801 Southwest Parkway  
Building Two, Suite 100  
Austin Texas, 78735  
Of: 512.447.0575  
Fax: 512.326.3029  
email: Info@sam.biz  
Texas Firm Registration No. 10064300

PROJECT: WATER & WASTEWATER EASEMENT  
CITY OF DRIPPING SPRINGS

SHEET 7  
OF 8

# Exhibit A-7

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

**TEMPORARY ACCESS AND CONSTRUCTION EASEMENT**  
(CORPORATE)

**Date:** \_\_\_\_\_

**Grantor:** **CF CSLK CALITERRA LLC**, a Delaware limited liability company

**Grantor's Address:** 1345 Ave of Americas, 45<sup>th</sup> Floor  
New York, New York 10105

**Grantee:** **CITY OF DRIPPING SPRINGS, TEXAS**, a Texas General Law municipal corporation situated in Hays County

**Grantee's Address:** P.O. Box 384  
511 Mercer Street  
Dripping Springs, Hays County, Texas 78620

**Property:** An approximately 4.23 acre temporary easement and temporary right-of-way ("Easement") in, upon, across, over, along and through the parcel of real property of Grantor which is more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference ("Easement Tract 7TCE").

**Consideration:** Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid to Grantor for which no lien either express or implied is retained

**GRANT OF EASEMENT:**

**CF CSLK CALITERRA LLC**, a Delaware limited liability company ("**Grantor**"), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby GRANT, SELL AND CONVEY unto **THE CITY OF DRIPPING SPRINGS, TEXAS**, a General Law municipality located in Hays County, Texas ("**Grantee**") the Easement, subject to the Reservations and Additional Terms set forth below, in, upon, across, over, along and through the Easement Tract TO HAVE AND TO HOLD, the above-described Easement for the Duration to Grantee and its successors and assigns, together with the right and privilege at any and all times to enter the Easement Tract, during the Duration of the Easement, with rights of ingress and

egress from the adjoining property of Grantor, or any part thereof, for the purpose of construction of construction, inspection, maintenance, operation, repair, reconstruction, replacement, and connection, also known as the City of Dripping Springs wastewater system improvements Texas Water Development Board Project No. 73819.

Grantor, on behalf of Grantor and its, legal representatives, successors and assigns, does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted on the Easement Tract, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise, for the Duration of the Easement.

**CHARACTER OF EASEMENT:**

The Easement rights of use granted herein are temporary and limited to the Duration stated herein. The Easement is for the benefit of Grantee. The Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof if the property transfers ownership before the Duration of the Easement.

**PURPOSE OF EASEMENT:**

The Easement shall be used for access to the Project site and for storing equipment and materials located at **City of Dripping Springs South Regional Water Reclamation Project** (“Project”), for construction staging and operations, for the construction of the wastewater system improvements, and other purposes related to construction of the Project (the “Easement Purpose”).

**DURATION OF EASEMENT:**

This Easement is temporary and will become effective from the date of execution of the Easement and continue for two (2) years, when it will terminate automatically, unless extended in writing and recorded by Grantor prior to expiration of two years from the date of execution (“Duration” of the Easement).

**USE OF EASEMENT:**

Prior to the start of construction, Grantee agrees to install any temporary barriers required by any municipal Federal or State authority and obtain any required permits to prevent loss of disturbed soil. Prior to termination of the Easement, Grantee agrees to restore the surface of the Easement Tract as follows: remove any construction debris or other material remaining on the site after construction, remove any disturbed rock, roots, and soil, remove any temporary barriers, revegetate disturbed vegetated areas, and restore roadway surfaces to existing or better condition, unless requested otherwise by Grantor. The termination of this Temporary Construction Easement shall not, in any way, cancel, terminate, reduce, or diminish any permanent easements granted by Grantor to Grantee.

**GRANTOR USE:**

Grantor hereby retains, reserves, and shall continue to enjoy the use of the Easement

Tract (or grant to others the right to do the same as conditioned herein) for any and all purposes that do not interfere with or prevent the use by Grantee of the Easement herein granted for the Easement Purpose for the Duration of the Easement. Grantee has the right to trim trees and shrubbery without Grantor recourse, to the extent reasonably necessary to prevent interference with use within the Easement Tract for the Easement Purpose.

**RESERVATIONS:**

Notwithstanding anything contained herein to the contrary, Grantor reserves for itself, its successors and assigns, all of the following (the “Reservations”):

(1) Grantor hereby retains, reserves, and shall continue to enjoy the use of the Easement Tract (or grant to others the right to do the same as conditioned herein) for any and all purposes that do not interfere with or prevent the use by Grantee of the Easement herein granted for the Easement Purpose;

(2) Grantee has the right to trim trees and shrubbery located within the Easement without Grantor recourse to the extent such trimming is necessary to prevent interference with Easement Purpose within the Easement Tract;

(3) Grantor hereby retains, reserves and shall continue to enjoy all mineral interests in the Easement, whether metallic or nonmetallic, whether similar or dissimilar, whether known or unknown, currently owned by Grantor in, on, and under and that may be produced and saved from the Easement or acreage pooled or unitized therewith, and the full and exclusive executive rights to execute leases in connection therewith, provided, however, so long as such activities do not damage, destroy, injure, and/or interfere with Grantee’s use of the Easement for the Easement Purpose during the Duration of the Easement; and

(4) Grantor hereby retains, reserves and shall continue to enjoy all groundwater rights in and to the Easement, whether known or unknown, currently owned by Grantor in, on, and under and that may be produced and saved from the Easement or acreage pooled or unitized therewith, and the full and exclusive executive rights to execute leases in connection therewith, provided, however, so long as such activities do not damage, destroy, injure, and/or interfere with Grantee’s use of the Easement for the Easement Purpose during the Duration of the Easement.

**ADDITIONAL TERMS:**

The Easement and Grantee’s use thereof shall be subject to the following additional terms and conditions (the “Additional Terms”):

(1) Grantee, its successors, and assigns will not dig, excavate or drill within the Easement, or construct any improvements within the Easement, without first notifying Grantor in writing at least three (3) days prior to commencing such work. Grantee shall use commercially reasonable efforts to coordinate the performance of any such work with Grantor and to schedule such work at times that will not materially and adversely affect Grantor’s ability to access and use the remainder of Grantor’s property including Grantor’s other property.



(2) Grantee will promptly (a) upon completion of initial construction of the Project, and prior to the termination of the Easement: remove all construction debris and other material remaining on the site after construction; remove any disturbed rock, roots, and soil; remove any temporary barriers; remove any temporary access roads and drainage facilities; revegetate disturbed vegetated areas; and restore roadway surfaces to the condition existing at the date of execution or better condition, unless requested otherwise by Grantor and restore the ground surface of the Easement as nearly as practicable to the vegetation, contour and condition which existed immediately prior to the commencement of such construction and repair in a good and workmanlike manner to a good or better condition as the condition which existed immediately prior to the commencement of such construction any and all fences, parking surfaces, drainage, irrigation, and other utility systems which are cut or damaged by Grantee; and (b) restore, at Grantee's sole cost and expense, any damage caused by Grantee or its agents, servants, employees, contractors, or subcontractors to Grantor's landscaping, grasses, trees, shrubbery, fences, buildings, improvements, drives, parking surfaces, or other property; or, if such damages cannot be reasonably restored by Grantee, pay Grantor or Grantor's licensees and occupants for the reasonable cost of such required repair and restoration.

(3) Prior to the start of construction of the Project, Grantee agrees to install all barriers required by any Federal or State agency (and timely obtain permit(s) from such entities) to prevent loss of disturbed soil, and Grantor may require Grantee to install temporary access roads and drainage facilities needed for access.

(4) The termination of this Temporary Access and Construction Easement shall not, in any way, cancel, terminate, reduce, or diminish any separately granted permanent Easement granted by Grantor.

(5) All notices required or permitted to be given under this Temporary Access and Construction Easement (CORPORATE) shall be in writing and shall be considered sufficiently given if delivered to the specified address by (a) hand, courier or overnight delivery service or (b) certified or registered mail, return receipt requested:

If to Grantor:

**CF CSLK CALITERRA, LLC**

Attn: Gregory L. Rich  
12222 Merit Drive, Suite 1020  
Dallas, TX 75251  
972-960-2777 (O) Ext-103  
972-960-2660 (F)  
[grich@siepiela.com](mailto:grich@siepiela.com)

**With Copy to:**

Stephen Wark  
c/o Fortress Investment Group  
1345 Ave of Americas, 45<sup>th</sup> Floor  
New York, New York 10105

If to Grantee:

**The City of Dripping Springs**

Attn: City Secretary

P.O. Box 384

Dripping Springs, Texas 78620

A notice shall be effective upon the other party's receipt of the notice. Either party may specify a different address for delivery of notices by written notice to the other party as provided herein.

(1) This Easement may be signed in counterparts with the same effect as if each party signed one instrument.

(2) This conveyance is made by Grantor and accepted by Grantee subject to any and all existing easements, covenants, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, relating to the Easement, to the extent, and only to the extent, that the same may still be in force and effect, and either shown of record in the office of the County Clerk of the County in which any part of Grantor's property is located, or that may be apparent on Grantor's property (the "Prior Encumbrances"). Grantee agrees, to the fullest extent permitted by law, to indemnify, defend, and hold Grantor, its successors, assignees, licensees, occupants, officers, agents, employees, and contractors (each a "Grantor Party" and, collectively, the "Grantor Parties") harmless from and against any and all claims, losses, damages, liabilities and/or costs (including, without limitation, court costs and actual and reasonable attorneys' fees) arising from or related to Grantee's exercise of any of their rights under this Easement that affects any right or property of any grantee or beneficiary under any of the Prior Encumbrances.

(3) **BY ITS ACCEPTANCE OF THIS EASEMENT CONVEYANCE, AND AS A MATERIAL PART OF THE CONSIDERATION, GRANTEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT (i) ANY INFORMATION PROVIDED TO GRANTEE PERTAINING TO THE EASEMENT BY GRANTOR HAS NOT BEEN INDEPENDENTLY INVESTIGATED OR VERIFIED BY GRANTOR, (ii) GRANTOR IS NOT MAKING, AND HAS NOT MADE, ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION; AND (iii) GRANTOR IS NOT, AND WILL NOT BE, LIABLE OR BOUND IN ANY MANNER WHATSOEVER BY ANY WRITTEN OR VERBAL STATEMENT, REPRESENTATION, REPORT, SURVEY, OR INFORMATION FURNISHED TO GRANTEE, OR MADE BY ANY PARTY WITH RESPECT TO THE EASEMENT HEREBY CONVEYED. GRANTEE SPECIFICALLY AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO CONDUCT SUCH TESTS, STUDIES, AND INVESTIGATIONS AS GRANTEE DEEMS NECESSARY AND APPROPRIATE, GRANTEE IS RELYING SOLELY UPON ITS OWN INVESTIGATION OF GRANTOR'S PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY GRANTOR. GRANTEE FURTHER AGREES THAT GRANTEE HAS PURCHASED AND ACCEPTED THE EASEMENT IN ITS CURRENT, "AS IS," WITH ALL FAULTS CONDITION, AND TO HAVE ASSUMED THE RISK OF ANY MATTER OR CONDITION WHICH IS LATENT OR PATENT OR THAT COULD HAVE BEEN REVEALED BY THEIR INVESTIGATIONS. GRANTOR HAS NOT MADE (AND GRANTOR HEREBY EXPRESSLY DISCLAIMS, AND GRANTOR IS SELLING THE**

EASEMENT WITHOUT) ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER, AS TO THE VALUE, CONDITION, NATURE, CHARACTER, SUITABILITY, HABITABILITY, OR FITNESS OF THE EASEMENT, THE PRESENCE OR ABSENCE OF ANY HAZARDOUS MATERIAL OR OTHER ENVIRONMENTAL CONDITION OR COMPLIANCE OF GRANTOR'S LAND WITH, OR VIOLATION OF, ANY LAW, STATUTE, ORDINANCE, RULE, OR REGULATION, AND ANY OF SUCH REPRESENTATIONS AND WARRANTIES, AND ANY CLAIMS OR CAUSES OF ACTION AGAINST GRANTOR BASED ON OR ARISING WITH RESPECT TO ANY SUCH VIOLATION OF ANY FEDERAL, STATE, OR LOCAL STATUTE, ORDINANCE, RULE, OR REGULATION ARE HEREBY EXPRESSLY WAIVED AND RELEASED BY GRANTEE.

(4) GRANTEE WILL BE SOLELY RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ANY IMPROVEMENTS THAT IT CONSTRUCTS WITHIN THE EASEMENT, THE OPERATION, MAINTENANCE, AND REPAIR THEREOF, AND ANY DAMAGES RESULTING FROM THE ACTIVITIES OF GRANTEE HEREUNDER OR GRANTEE'S USE OF THE EASEMENT, OR ANY OTHER PORTION OF GRANTOR'S PROPERTY BY GRANTEE, OR GRANTEE'S EMPLOYEES, AGENTS, CONTRACTORS, CUSTOMERS, OR INVITEES AND, TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTEE HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD THE GRANTOR PARTIES HARMLESS FROM ANY CLAIMS, COSTS, DAMAGES, EXPENSES, AND LEGAL FEES OR COSTS ASSOCIATED WITH ANY OF THE FOREGOING. NOTHING CONTAINED IN THIS INSTRUMENT WILL EVER BE CONSTRUED TO PLACE UPON GRANTOR ANY MANNER OF LIABILITY FOR INJURY TO OR DEATH OF PERSONS OR FOR DAMAGE TO OR LOSS OF PROPERTY ARISING FROM OR IN ANY MANNER CONNECTED WITH THE ACTS, CONDUCT, OR NEGLIGENCE OF GRANTEE, OR THEIR CONTRACTORS, IN THE DESIGN, CONSTRUCTION, OR MAINTENANCE OF ANY IMPROVEMENT WITHIN THE EASEMENT.

(5) Grantee covenants and agrees that, in conducting its operations on Grantor's Property, Grantee shall comply with all applicable laws, statutes, rules, and regulations. In the event of any leak, spill or release of any hazardous substances caused by or arising from Grantee's operation of the improvements (a "Contamination"), Grantee shall take immediate action to stop such Contamination and to clean up and remediate any affected soil, groundwater or other areas in accordance with applicable laws, statutes, rules and regulations in compliance with the highest applicable standards.. Without limiting any of Grantor's rights or Grantee's obligations set forth elsewhere in this instrument, to the fullest extent permitted by law, Grantee shall indemnify, defend, and hold harmless Grantor from and against any and all claims, actions, judgements, fines, or other proceedings relating to a Contamination initiated against the Grantor Parties by any third party or governmental agency, and shall also promptly reimburse any costs and expenses (including, without limitation, reasonable attorney's fees) incurred by the Grantor to defend or resolve such proceedings, except to the extent such Contamination was caused by the negligence or willful misconduct of Grantor or Grantor's employees, agents, contractors, customers, or invitees. The indemnity provision herein shall survive the termination of this instrument, provided the obligation arose prior to such termination.

#### **INSURANCE:**

(1) Grantee shall maintain policies of commercial general liability insurance as agreed with Grantor.

(2) Grantee shall furnish to Grantor certificates evidencing the insurance described in this Section 2, which insurance shall be issued by companies qualified and authorized to do business within the State of Texas and which shall name Grantor as an additional named insured.

Any use of the Easement or any other portion of Grantor's property by Grantee and any construction shall be done in compliance with applicable law.

*[Signatures on next page.]*

In witness whereof, this instrument is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTOR:**

**CF CSLK CALITERRA, LLC**, a  
Delaware limited liability company

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF TEXAS**

§  
§  
§

**CORPORATE ACKNOWLEDGMENT**

**COUNTY OF HAYS**

This instrument was acknowledged before me, the undersigned authority, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, on behalf of said **CF CSLK CALITERRA, LLC**, a Delaware limited liability company.

\_\_\_\_\_  
Notary Public In and For  
The State of Texas

My Commission expires: \_\_\_\_\_

**AFTER RECORDING RETURN TO:**

City Secretary  
City of Dripping Springs  
P.O. Box 384  
Dripping Springs, Texas 78620

**EXHIBIT "A"**

**EASEMENT TRACT**



# Exhibit B-1



EASEMENT

STATE OF TEXAS           §  
                                          §       **KNOW ALL PEOPLE BY THESE PRESENTS:**  
COUNTY OF HAYS       §

**CITY OF DRIPPING SPRINGS  
SANITARY SEWER EASEMENT**

THAT **CF CSLK CALITERRA LLC**, a Delaware limited liability company (“Grantor”), for and in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration paid by The City of Dripping Springs, a general law city of Hays County, Texas (“City”), the receipt of which is hereby acknowledged, does grant, bargain and convey to the City, its successors and assigns, a permanent, exclusive easement for use and passage in, over, across, beneath, and along that certain parcel of land situated in Hays County, Texas, as described in the legal description attached hereto as Exhibit A (“Easement Area”), for the purposes of installing, constructing, operating, maintaining, upgrading, repairing, and replacing underground sanitary sewer lines (which may include collection lines, force mains, and treated effluent lines) and all attendant facilities thereto as the City may from time to time deem necessary or advisable, including but not limited to incidental underground and aboveground attachments, equipment, manholes, manhole vents, lateral line connections, pipelines, junction boxes, and other appurtenant facilities (“Sanitary Sewer Easement”). It is intended by these presents to grant and convey the Sanitary Sewer Easement to the City as described above, with the usual rights of ingress and egress as the City may deem necessary in the use of such Sanitary Sewer Easement, at any time, in, over, across, upon, beneath, and along the Easement Area.

**RESERVATIONS:**

Notwithstanding anything contained herein to the contrary, Grantor reserves for itself, its successors and assigns, all of the following (the “Reservations”):

- (1) Grantor hereby retains, reserves, and shall continue to enjoy the use of the Easement Area (or grant to others the right to do the same) for any and all purposes that do not materially interfere with or prevent the use by City of the Easement Area for the Easement Purpose;
- (2) Grantor has the right, but not the obligation to perform landscaping activities including planting and maintaining trees and shrubbery located within the Easement Area without interference from City;
- (3) Grantor hereby retains, reserves and shall continue to enjoy all mineral interests in the Easement Area, whether metallic or nonmetallic, whether similar or dissimilar, whether known or unknown, in, on, and under and that may be produced and saved from the Easement Area or acreage pooled or unitized therewith, and the full and exclusive executive rights to execute leases in connection therewith; and

## **ADDITIONAL TERMS:**

The Easement and City's use thereof shall be subject to the following additional terms and conditions (the "**Additional Terms**"):

(1) City shall use commercially reasonable efforts to coordinate its access to the Easement Area with Grantor and to schedule such work at times that will not adversely affect Grantor's ability to access and use the Grantor's remainder property.

(2) City will (a) promptly remove all construction debris and other material remaining on the Easement Area; remove and repair any disturbed rock, roots, and soil; remove any temporary barriers; remove any temporary access roads and drainage facilities; revegetate disturbed vegetated areas; and restore roadway surfaces to the condition existing at the date of execution or better condition, unless requested otherwise by Grantor and restore the ground surface of the Easement Area as nearly as practicable to the vegetation, contour and condition of the property immediately prior to the date of the execution of the Easement and repair the Easement Area in a good and workmanlike manner to the same or better condition as the condition which existed immediately prior to the commencement of such construction including any and all fences, parking surfaces, drainage, irrigation, and other utility systems which are cut or damaged by the City; and (b) restore, at the City's sole cost and expense, any damage caused by the City or its agents, servants, employees, contractors, or subcontractors to Grantor's landscaping, grasses, trees, shrubbery, fences, buildings, improvements, drives, parking surfaces, or other property; or, if such damages cannot be reasonably restored by the City, pay Grantor or Grantor's licensees and occupants for the reasonable cost of such required repair and restoration.

(3) Prior to the start of construction of the improvements, the City agrees to install all barriers required by the Federal or State agency and the issued permit(s) to prevent loss of disturbed soil and may install temporary access roads and drainage facilities needed for access.

(4) This conveyance is made by Grantor and accepted by the City subject to any and all existing easements, covenants, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, relating to the Easement, to the extent that the same may still be in force and effect, and either shown of record in the office of the County Clerk of the County in which any part of Grantor's property is located, or that may be apparent on Grantor's property (the "**Prior Encumbrances**"). The City agrees, to the fullest extent permitted by law, to indemnify, defend, and hold Grantor, its successors, assignees, licensees, occupants, officers, agents, employees, and contractors (each a "Grantor Party" and, collectively, the "Grantor Parties") harmless from and against any and all claims, losses, damages, liabilities and/or costs (including, without limitation, court costs and actual and reasonable attorneys' fees) arising from or related to the City's exercise of any of the City's rights under or use of this Easement that affects any right or property of any the grantee or beneficiary under any of the Prior Encumbrances.

(5) Grantor shall not place, construct, or allow any buildings, structures, or other improvements of any kind over, under, or upon the Easement Area which interfere in any material way with the rights granted to the City hereunder, without the City's prior written consent, which the City may not unreasonably withhold or deny.

Grantor agrees that it shall not place, construct, or allow any buildings, structures, or other improvements of any kind over, under, or upon the Easement Area which interfere in any material way with the rights granted to the City hereunder, without the City's prior written consent, which the City may grant or withhold in its sole discretion.

TO HAVE AND TO HOLD the above described Sanitary Sewer Easement, together with, all and singular, the rights and appurtenances thereto in anywise belonging unto the City, its successors and assigns, forever. And Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the Sanitary Sewer Easement unto the City, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, subject, however, to all existing liens, easements, encumbrances, reservations, rights-of-way, covenants, conditions and restrictions and all other matters of public record relating thereto, and all matters that are visible and apparent on the ground and/or that would be disclosed by an accurate survey or physical inspection of the Easement Area.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**GRANTOR:**

**CF CSLK CALITERRA LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS           §  
                                          §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, \_\_\_\_\_ [title] of CF CSLK Caliterra LLC , a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said limited liability company.

\_\_\_\_\_  
Notary Public

[Notary Seal]

**0.340 ACRE EASEMENT**  
[25 FOOT WIDE]

**FIELD NOTE DESCRIPTION OF 0.340 ACRES OF LAND, PURPORTED TO BE OUT OF THE P.A. SMITH SURVEY NO. 26, ABSTRACT NO. 415, HAYS COUNTY, TEXAS, BEING A PORTION OF THE NORTHEAST REMAINDER OF THAT CERTAIN 591.858 ACRE TRACT CONVEYED TO DEVELOPMENT SOLUTIONS CAT, LLC, BY SPECIAL WARRANTY DEED RECORDED IN VOLUME 4682, PAGE 342, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 0.340 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a 5/8 inch iron pipe found in the west right-of-way line of R.M. 12 [Ranch to Market Road No. 12], an 80 foot wide right-of-way, for the northeast corner of that certain 4.00 acre tract conveyed to F. Gayle Needham by Special Warranty Deed recorded in Volume 1633, Page 259, Official Public Records of Hays County, Texas, same being the southeast corner of the northeast remainder of said 591.858 acre tract and **POINT OF BEGINNING** of the herein described tract;

**THENCE** with the north line of said 4.00 acre tract and south line of said remainder, **N 85°59'48" W**, a distance of **591.67 feet** to a 5/8 inch iron rod found for the northwest corner of said 4.00 acre tract, northeast corner of that certain Lot 19, Block D, Caliterra Phase One, Section Two, a subdivision recorded in Volume 18, Page 262, Plat Records of Hays County, Texas, southeast corner of that certain Lot 23, Block D, Caliterra Phase One, Section Three, a subdivision recorded in Volume 18, Page 347, Plat Records of Hays County, Texas, and southwest corner of the herein described tract;

**THENCE** with the east line of said Lot 23, **N 01°19'02" W**, a distance of **25.11 feet** to the northwest corner of the herein described tract, from which a capped 1/2 inch iron rod [CMA 5911] found for the southeast corner of lot 27, Block B, of said Caliterra Phase One, Section Two bears **N 01°19'02" W**, a distance of 25.11 feet;

**THENCE** over and across said remainder of said 591.858 acre tract, **S 85°59'48" E**, a distance of **593.52 feet** to the west right-of-way line of said R.M. 12, for the northeast corner of the herein described tract;

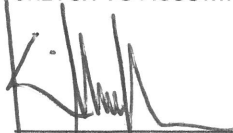
**THENCE** with the west right-of-way line of said R.M. 12, **S 02°55'04" W**, a distance of **25.00 feet** to the **POINT OF BEGINNING**, containing **0.340 acres**, more or less.

Together with a 25-foot wide temporary construction easement running parallel and adjacent to the north edge of the easement described herein and as shown in the attached sketch.

I, Kevin Mueller, do hereby certify that this description and associated sketch was prepared from a survey performed under my supervision during December of 2017 and July of 2018, and is true and correct to the best of my knowledge.

SKETCH TO ACCOMPANY FIELD NOTES

DATE OF SURVEY: DEC 2017/JUL 2018

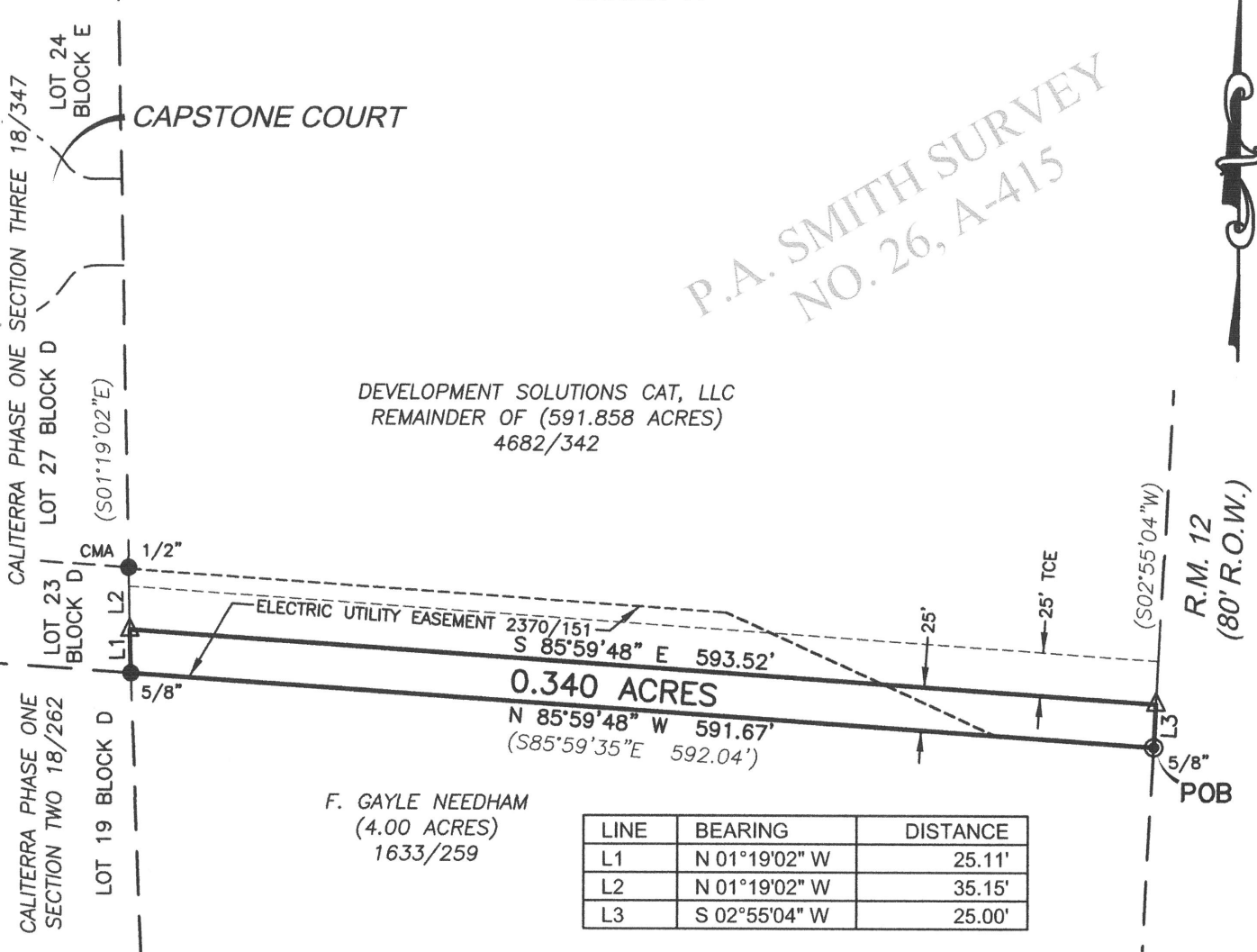
 9 Jul 18

KEVIN MUELLER, RPLS No. 5911  
230 MOURNING DOVE LANE  
BUDA, TX 78610  
PHONE (512) 492-5502



EXHIBIT A

P.A. SMITH SURVEY  
NO. 26, A-415



DEVELOPMENT SOLUTIONS CAT, LLC  
REMAINDER OF (591.858 ACRES)  
4682/342

F. GAYLE NEEDHAM  
(4.00 ACRES)  
1633/259

LINE	BEARING	DISTANCE
L1	N 01°19'02" W	25.11'
L2	N 01°19'02" W	35.15'
L3	S 02°55'04" W	25.00'

LEGEND

- IRON ROD FOUND
- ⊙ IRON PIPE FOUND
- △ CALCULATED POINT
- TCE TEMPORARY CONSTRUCTION EASEMENT
- ( ) RECORD INFORMATION

*K. Mueller*  
9 Jul 18



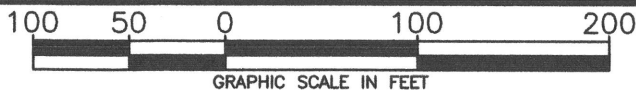
KEVIN MUELLER  
(512) 492-5502

230 MOURNING DOVE LN  
BUDA, TX 78610

THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. NO ATTEMPT HAS BEEN MADE TO LOCATE ANY IMPROVEMENTS, EASEMENTS, OR RIGHTS OF WAY NOT SHOWN HEREON.

BEARING BASIS: STATE PLANE COORDINATE SYSTEM  
(4204 - TEXAS SOUTH CENTRAL)

SKETCH TO ACCOMPANY FIELD NOTES OF  
25' WIDE EASEMENT  
[0.340 ACRES]  
HAYS COUNTY, TEXAS



JOB: 1695-001	EXHIBIT: A
FN: 17-012	PAGE: 2 OF 2

# Exhibit B-2

**EASEMENT**

**STATE OF TEXAS**           §  
                                          §           **KNOW ALL PEOPLE BY THESE PRESENTS:**  
**COUNTY OF HAYS**         §

**CITY OF DRIPPING SPRINGS  
SANITARY SEWER EASEMENT**

THAT **CF CSLK CALITERRA LLC**, a Delaware limited liability company (“Grantor”), for and in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration paid by The City of Dripping Springs, a general law city of Hays County, Texas (“City”), the receipt of which is hereby acknowledged, does grant, bargain and convey to the City, its successors and assigns, a permanent, exclusive easement for use and passage in, over, across, beneath, and along that certain parcel of land situated in Hays County, Texas, as described in the legal description attached hereto as Exhibit A (“Easement Area”), for the purposes of installing, constructing, operating, maintaining, upgrading, repairing, and replacing underground sanitary sewer lines (which may include collection lines, force mains, and treated effluent lines) and all attendant facilities thereto as the City may from time to time deem necessary or advisable, including but not limited to incidental underground and aboveground attachments, equipment, manholes, manhole vents, lateral line connections, pipelines, junction boxes, and other appurtenant facilities (“Sanitary Sewer Easement”). It is intended by these presents to grant and convey the Sanitary Sewer Easement to the City as described above, with the usual rights of ingress and egress as the City may deem necessary in the use of such Sanitary Sewer Easement, at any time, in, over, across, upon, beneath, and along the Easement Area.

**RESERVATIONS:**

Notwithstanding anything contained herein to the contrary, Grantor reserves for itself, its successors and assigns, all of the following (the “**Reservations**”):

(1) Grantor hereby retains, reserves, and shall continue to enjoy the use of the Easement Area (or grant to others the right to do the same) for any and all purposes that do not materially interfere with or prevent the use by City of the Easement Area for the Easement Purpose;

(2) Grantor has the right, but not the obligation to perform landscaping activities including planting and maintaining trees and shrubbery located within the Easement Area without interference from City;

(3) Grantor hereby retains, reserves and shall continue to enjoy all mineral interests in the Easement Area, whether metallic or nonmetallic, whether similar or dissimilar, whether known or unknown, in, on, and under and that may be produced and saved from the Easement Area or acreage pooled or unitized therewith, and the full and exclusive executive rights to execute leases in connection therewith; and

## **ADDITIONAL TERMS:**

The Easement and City's use thereof shall be subject to the following additional terms and conditions (the "**Additional Terms**"):

(1) City shall use commercially reasonable efforts to coordinate its access to the Easement Area with Grantor and to schedule such work at times that will not adversely affect Grantor's ability to access and use the Grantor's remainder property.

(2) City will (a) promptly remove all construction debris and other material remaining on the Easement Area; remove and repair any disturbed rock, roots, and soil; remove any temporary barriers; remove any temporary access roads and drainage facilities; revegetate disturbed vegetated areas; and restore roadway surfaces to the condition existing at the date of execution or better condition, unless requested otherwise by Grantor and restore the ground surface of the Easement Area as nearly as practicable to the vegetation, contour and condition of the property immediately prior to the date of the execution of the Easement and repair the Easement Area in a good and workmanlike manner to the same or better condition as the condition which existed immediately prior to the commencement of such construction including any and all fences, parking surfaces, drainage, irrigation, and other utility systems which are cut or damaged by the City; and (b) restore, at the City's sole cost and expense, any damage caused by the City or its agents, servants, employees, contractors, or subcontractors to Grantor's landscaping, grasses, trees, shrubbery, fences, buildings, improvements, drives, parking surfaces, or other property; or, if such damages cannot be reasonably restored by the City, pay Grantor or Grantor's licensees and occupants for the reasonable cost of such required repair and restoration.

(3) Prior to the start of construction of the improvements, the City agrees to install all barriers required by the Federal or State agency and the issued permit(s) to prevent loss of disturbed soil and may install temporary access roads and drainage facilities needed for access.

(4) This conveyance is made by Grantor and accepted by the City subject to any and all existing easements, covenants, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, relating to the Easement, to the extent that the same may still be in force and effect, and either shown of record in the office of the County Clerk of the County in which any part of Grantor's property is located, or that may be apparent on Grantor's property (the "**Prior Encumbrances**"). The City agrees, to the fullest extent permitted by law, to indemnify, defend, and hold Grantor, its successors, assignees, licensees, occupants, officers, agents, employees, and contractors (each a "Grantor Party" and, collectively, the "Grantor Parties") harmless from and against any and all claims, losses, damages, liabilities and/or costs (including, without limitation, court costs and actual and reasonable attorneys' fees) arising from or related to the City's exercise of any of the City's rights under or use of this Easement that affects any right or property of any the grantee or beneficiary under any of the Prior Encumbrances.

(5) Grantor shall not place, construct, or allow any buildings, structures, or other improvements of any kind over, under, or upon the Easement Area which interfere in any material way with the rights granted to the City hereunder, without the City's prior written consent, which the City may not unreasonably withhold or deny.



TO HAVE AND TO HOLD the above described Sanitary Sewer Easement, together with, all and singular, the rights and appurtenances thereto belonging unto the City, its successors and assigns, forever. And Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the Sanitary Sewer Easement unto the City, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, subject, however, to all existing liens, easements, encumbrances, reservations, rights-of-way, covenants, conditions and restrictions and all other matters of public record relating thereto, and all matters that are visible and apparent on the ground and/or that would be disclosed by an accurate survey or physical inspection of the Easement Area.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**GRANTOR:**

**CF CSLK CALITERRA LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS            §  
                                         §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, \_\_\_\_\_ [title] of CF CSLK Caliterra LLC , a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said limited liability company.

\_\_\_\_\_  
Notary Public

[Notary Seal]

**0.203 ACRE EASEMENT**  
[25 FOOT WIDE]

**FIELD NOTE DESCRIPTION OF 0.203 ACRES OF LAND, BEING A PORTION OF LOT 23, BLOCK D, CALITERRA, PHASE ONE, SECTION THREE, A SUBDIVISION RECORDED IN VOLUME 18, PAGE 347, PLAT RECORDS OF HAYS COUNTY, TEXAS, SAID 0.203 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a 5/8 inch iron rod found for the northwest corner of that certain 4.00 acre tract conveyed to F. Gayle Needham by Special Warranty Deed recorded in Volume 1633, Page 259, Official Public Records of Hays County, Texas, same being the southeast corner of said Lot 23, northeast corner of Lot 19, Block D, Caliterra, Phase One, Section Two, a subdivision recorded in Volume 18. Page 262, Plat Records of Hays County, Texas, and **POINT OF BEGINNING** of the herein described tract;

**THENCE** with the south line of said Lot 23, **N 85°59'55" W**, a distance of **356.52 feet** to a capped 1/2 inch iron rod [CMA] found in the east right-of-way line of Waters View Court (having a width of 50 feet), for the southwest corner of the herein described tract;

**THENCE** with said east right-of-way line the following two (2) courses:

- 1) **N 12°37'00" E**, a distance of **4.95 feet** to a calculated point of curvature, and
- 2) along said curve to the left, having a radius of 225.00 feet, an arc length of 20.23 feet, a chord bearing of **N 10°02'28" E**, and a chord distance of **20.22 feet** to the northwest corner of the herein described tract, from which a capped 1/2 inch iron rod [CMA] found in said curving east right-of-way line bears, **N 02°53'44" E**, a distance of 35.86 feet;

**THENCE** over and across said Lot 23, **S 85°59'55" E**, a distance of **351.33 feet** to the east line of said Lot 23 for the northeast corner of the herein described tract, from which a capped 1/2 inch iron rod [CMA] found for the northeast corner of said Lot 23 bears **N 01°19'02" W**, a distance of 35.94 feet;

**THENCE** with the east line of said Lot 23, **S 01°19'02" E**, a distance of **25.11 feet** to the **POINT OF BEGINNING**, containing **0.203 acres**, more or less.

Together with a 25-foot wide temporary construction easement running parallel and adjacent to the north edge of the easement described herein and as shown in the attached sketch.

I, Kevin Mueller, do hereby certify that this description and associated sketch was prepared from a survey performed under my supervision during December of 2017 and July 2018, and is true and correct to the best of my knowledge.

SKETCH TO ACCOMPANY FIELD NOTES

DATE OF SURVEY: DEC 2017/JUL 2018


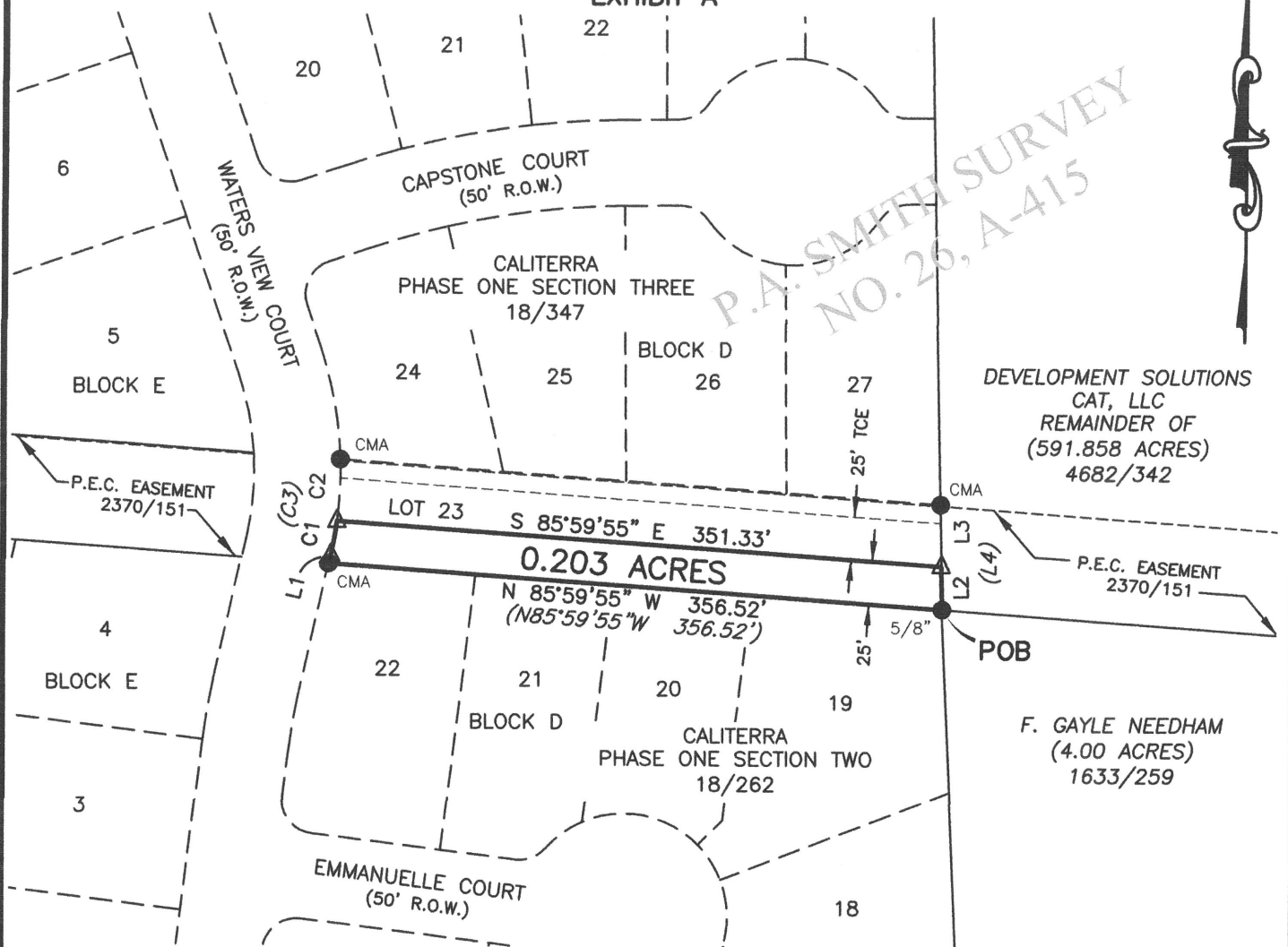
 9 Jul 18  
 \_\_\_\_\_  
 KEVIN MUELLER, RPLS No. 5911  
 230 MOURNING DOVE LANE  
 BUDA, TX 78610  
 (512) 492-5502



EXHIBIT A

P.A. SMITH SURVEY  
NO. 26, A-415



LEGEND

- IRON ROD FOUND (SIZE/CAP AS NOTED)
- △ CALCULATED POINT
- TCE TEMPORARY CONSTRUCTION EASEMENT
- ( ) RECORD INFORMATION

*K. Mueller*  
9 Jul 18



LINE	BEARING	DISTANCE
L1	N 12°37'00" E	4.95'
(L1)	N 12°37'00" E	4.95'
L2	S 01°19'02" E	25.11'
L3	N 01°19'02" W	35.94'
(L4)	S 01°19'02" E	61.04'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	225.00'	20.23'	20.22'	N 10°02'28" E
C2	225.00'	35.90'	35.86'	N 02°53'44" E
(C3)	225.00'	56.12'	55.98'	N 05°28'15" E

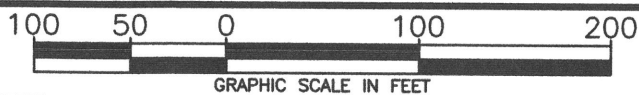
KEVIN MUELLER  
(512) 492-5502

230 MOURNING DOVE LN  
BUDA, TX 78610

THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. NO ATTEMPT HAS BEEN MADE TO LOCATE ANY IMPROVEMENTS, EASEMENTS, OR RIGHTS OF WAY NOT SHOWN HEREON.

BEARING BASIS: STATE PLANE COORDINATE SYSTEM (4204 - TEXAS SOUTH CENTRAL)

SKETCH TO ACCOMPANY FIELD NOTES OF  
25' WIDE EASEMENT  
[0.203 ACRES]  
HAYS COUNTY, TEXAS



JOB: 1695-001

EXHIBIT: A

FN: 17-013

PAGE: 2 OF 2

# Exhibit B-3

**EASEMENT**

STATE OF TEXAS           §  
                                          §       **KNOW ALL PEOPLE BY THESE PRESENTS:**  
COUNTY OF HAYS         §

**CITY OF DRIPPING SPRINGS  
SANITARY SEWER EASEMENT**

THAT **CF CSLK CALITERRA LLC**, a Delaware limited liability company (“Grantor”), for and in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration paid by The City of Dripping Springs, a general law city of Hays County, Texas (“City”), the receipt of which is hereby acknowledged, does grant, bargain and convey to the City, its successors and assigns, a permanent, exclusive easement for use and passage in, over, across, beneath, and along that certain parcel of land situated in Hays County, Texas, as described in the legal description attached hereto as Exhibit A (“Easement Area”), for the purposes of installing, constructing, operating, maintaining, upgrading, repairing, and replacing underground sanitary sewer lines (which may include collection lines, force mains, and treated effluent lines) and all attendant facilities thereto as the City may from time to time deem necessary or advisable, including but not limited to incidental underground and aboveground attachments, equipment, manholes, manhole vents, lateral line connections, pipelines, junction boxes, and other appurtenant facilities (“Sanitary Sewer Easement”). It is intended by these presents to grant and convey the Sanitary Sewer Easement to the City as described above, with the usual rights of ingress and egress as the City may deem necessary in the use of such Sanitary Sewer Easement, at any time, in, over, across, upon, beneath, and along the Easement Area.

**RESERVATIONS:**

Notwithstanding anything contained herein to the contrary, Grantor reserves for itself, its successors and assigns, all of the following (the “**Reservations**”):

- (1) Grantor hereby retains, reserves, and shall continue to enjoy the use of the Easement Area (or grant to others the right to do the same) for any and all purposes that do not materially interfere with or prevent the use by City of the Easement Area for the Easement Purpose;
- (2) Grantor has the right, but not the obligation to perform landscaping activities including planting and maintaining trees and shrubbery located within the Easement Area without interference from City;
- (3) Grantor hereby retains, reserves and shall continue to enjoy all mineral interests in the Easement Area, whether metallic or nonmetallic, whether similar or dissimilar, whether known or unknown, in, on, and under and that may be produced and saved from the Easement Area or acreage pooled or unitized therewith, and the full and exclusive executive rights to execute leases in connection therewith; and

## ADDITIONAL TERMS:

The Easement and City's use thereof shall be subject to the following additional terms and conditions (the "**Additional Terms**"):

(1) City shall use commercially reasonable efforts to coordinate its access to the Easement Area with Grantor and to schedule such work at times that will not adversely affect Grantor's ability to access and use the Grantor's remainder property.

(2) City will (a) promptly remove all construction debris and other material remaining on the Easement Area; remove and repair any disturbed rock, roots, and soil; remove any temporary barriers; remove any temporary access roads and drainage facilities; revegetate disturbed vegetated areas; and restore roadway surfaces to the condition existing at the date of execution or better condition, unless requested otherwise by Grantor and restore the ground surface of the Easement Area as nearly as practicable to the vegetation, contour and condition of the property immediately prior to the date of the execution of the Easement and repair the Easement Area in a good and workmanlike manner to the same or better condition as the condition which existed immediately prior to the commencement of such construction including any and all fences, parking surfaces, drainage, irrigation, and other utility systems which are cut or damaged by the City; and (b) restore, at the City's sole cost and expense, any damage caused by the City or its agents, servants, employees, contractors, or subcontractors to Grantor's landscaping, grasses, trees, shrubbery, fences, buildings, improvements, drives, parking surfaces, or other property; or, if such damages cannot be reasonably restored by the City, pay Grantor or Grantor's licensees and occupants for the reasonable cost of such required repair and restoration.

(3) Prior to the start of construction of the improvements, the City agrees to install all barriers required by the Federal or State agency and the issued permit(s) to prevent loss of disturbed soil and may install temporary access roads and drainage facilities needed for access.

(4) This conveyance is made by Grantor and accepted by the City subject to any and all existing easements, covenants, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, relating to the Easement, to the extent that the same may still be in force and effect, and either shown of record in the office of the County Clerk of the County in which any part of Grantor's property is located, or that may be apparent on Grantor's property (the "**Prior Encumbrances**"). The City agrees, to the fullest extent permitted by law, to indemnify, defend, and hold Grantor, its successors, assignees, licensees, occupants, officers, agents, employees, and contractors (each a "Grantor Party" and, collectively, the "Grantor Parties") harmless from and against any and all claims, losses, damages, liabilities and/or costs (including, without limitation, court costs and actual and reasonable attorneys' fees) arising from or related to the City's exercise of any of the City's rights under or use of this Easement that affects any right or property of any the grantee or beneficiary under any of the Prior Encumbrances.

(5) Grantor shall not place, construct, or allow any buildings, structures, or other improvements of any kind over, under, or upon the Easement Area which interfere in any material way with the rights granted to the City hereunder, without the City's prior written consent, which the City may not unreasonably withhold or deny.

Grantor agrees that it shall not place, construct, or allow any buildings, structures, or other improvements of any kind over, under, or upon the Easement Area which interfere in any material way with the rights granted to the City hereunder, without the City's prior written consent, which the City may grant or withhold in its sole discretion.

TO HAVE AND TO HOLD the above described Sanitary Sewer Easement, together with, all and singular, the rights and appurtenances thereto in anywise belonging unto the City, its successors and assigns, forever. And Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the Sanitary Sewer Easement unto the City, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, subject, however, to all existing liens, easements, encumbrances, reservations, rights-of-way, covenants, conditions and restrictions and all other matters of public record relating thereto, and all matters that are visible and apparent on the ground and/or that would be disclosed by an accurate survey or physical inspection of the Easement Area.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**GRANTOR:**

**CF CSLK CALITERRA LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS           §  
                                          §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, \_\_\_\_\_ [title] of CF CSLK Caliterra LLC , a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said limited liability company.

\_\_\_\_\_  
Notary Public

[Notary Seal]

**0.765 ACRE EASEMENT**

**FIELD NOTE DESCRIPTION OF 0.762 ACRES OF LAND, BEING A PORTION OF LOT 25, BLOCK E, CALITERRA, PHASE ONE, SECTION FOUR AMENDED, A SUBDIVISION RECORDED IN VOLUME 19, PAGE 138, PLAT RECORDS OF HAYS COUNTY, TEXAS, SAID 0.762 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a point in the west right-of-way line of Waters View Court (having a width of 50 feet) for the northeast corner of Lot 4, Block E, Caliterra Phase One, Section Two, a subdivision recorded in Volume 18, Page 262, Plat Records of Hays County, Texas, same being an angle point in the east line of said Lot 25, for the **POINT OF BEGINNING** and southeast corner of the herein described tract;

**THENCE, N 85°59'55" W**, at 131.48 feet passing a capped 1/2 inch iron rod found for the northwest corner of said Lot 4, and continuing over and across said Lot 25, for a total distance of **298.83 feet** to the southernmost southwest corner of the herein described tract;

**THENCE** continuing over and across said Lot 25 the following eight (8) courses:

- 1) **N 25°28'30" W**, a distance of **852.21 feet**,
- 2) **S 64°31'30" W**, a distance of **15.00 feet**,
- 3) **N 25°28'30" W**, a distance of **53.81 feet**,
- 4) **N 70°28'30" W**, a distance of **19.83 feet**,
- 5) **N 34°49'02" W**, a distance of **72.04 feet**,
- 6) **S 88°30'03" W**, a distance of **28.33 feet**,
- 7) **S 87°20'03" W**, a distance of **8.99 feet**, and
- 8) **N 02°39'57" W**, a distance of **15.00 feet** to a point in the north line of said Lot 25 and northwest corner of the herein described tract, from which a 5/8 inch iron rod found for an angle point in the north line of said Lot 25 bears **S 87°20'03" W**, a distance of **123.17 feet**;

**THENCE** with the north line of said lot 25 the following two (2) courses:

- 1) **N 87°20'03" E**, a distance of **9.14 feet** to a capped 1/2 inch iron rod [5911], and
- 2) **N 88°30'03" E**, a distance of **36.57 feet**;

**THENCE** over and across said Lot 25 the following four (4) courses:

- 1) **S 34°49'02" E**, a distance of **75.34 feet**,
- 2) **N 64°31'30" E**, a distance of **40.00 feet**,
- 3) **S 25°28'30" E**, a distance of **912.62 feet**, and
- 4) **S 85°59'55" E**, a distance of **287.57 feet** to a point in the curving west right-of-way line of said Waters View Court, from which a capped 1/2 inch iron rod [CMA] found in said curving west right-of-way line for the southeast corner of Lot 5, Block E, of said Caliterra Phase One, Section Three, bears **N 02°34'27" E**, a distance of **35.87**;

**THENCE** along said curve to the right, having a radius of 175.00 feet, an arc length of 12.71 feet, a chord bearing of **S 10°32'10" W**, and a chord distance of **12.71 feet** to a capped 1/2 inch iron rod [CMA] found for a Point of Tangency;



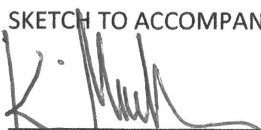
**THENCE** continuing with said west right-of-way line, **S 12°37'00" W**, a distance of **12.52 feet** to the **POINT OF BEGINNING**, containing **0.765 acres**, more or less.

Together with a 25-foot wide temporary construction easement running parallel and adjacent to the north and east edge of the easement described herein and as shown on the attached sketch.

I, Kevin Mueller, do hereby certify that this description and associated sketch was prepared from a survey performed under my supervision during December of 2017 and July of 2018, and is true and correct to the best of my knowledge.

SKETCH TO ACCOMPANY FIELD NOTES

DATE OF SURVEY: DEC 2017/JUL 2018

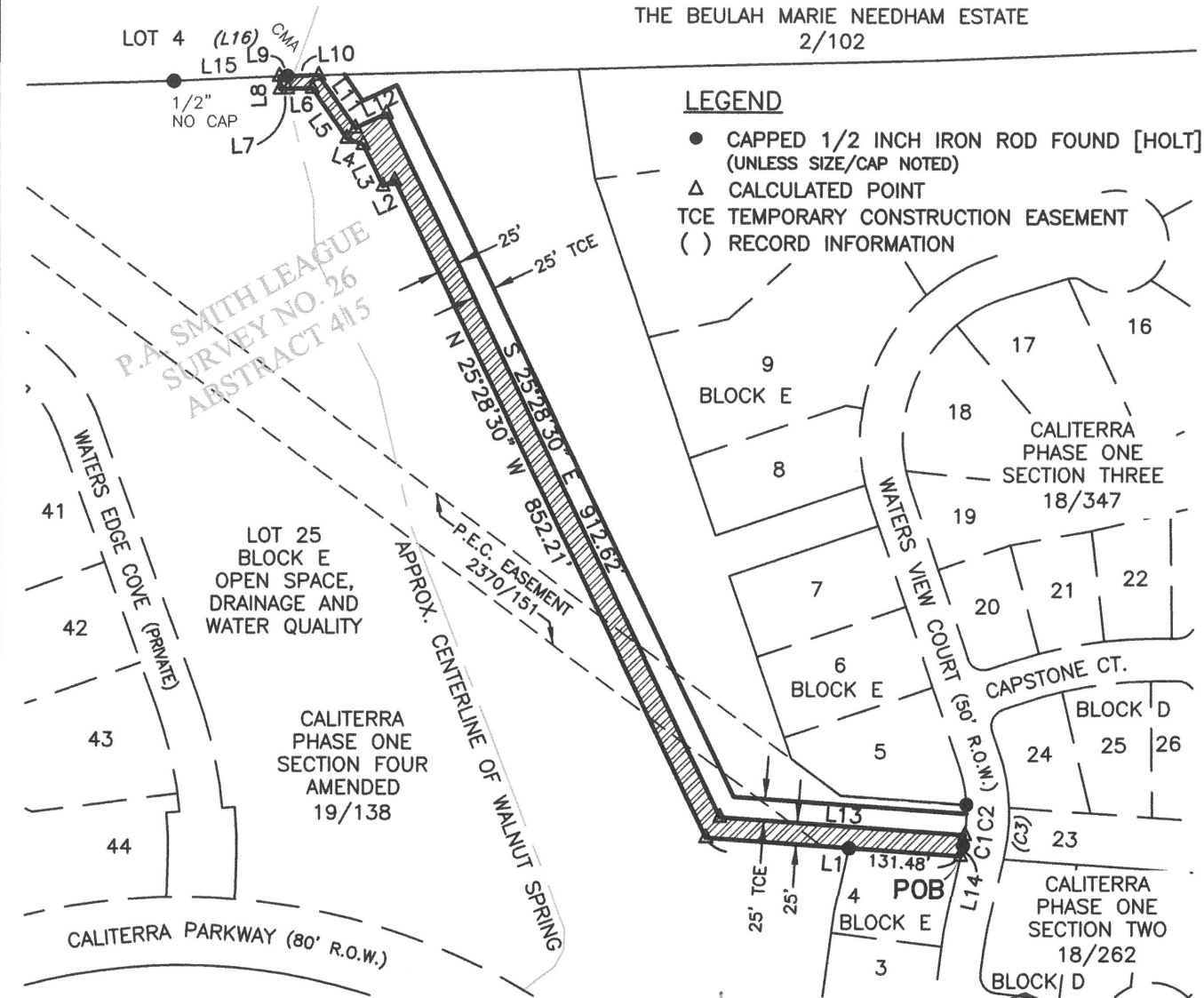
 9 JUL 18

KEVIN MUELLER, RPLS No. 5911  
230 MOURNING DOVE LANE  
BUDA, TX 78610  
(512) 492-5502



**EXHIBIT A**

THE BEULAH MARIE NEEDHAM ESTATE  
2/102



**LEGEND**

- CAPPED 1/2 INCH IRON ROD FOUND [HOLT] (UNLESS SIZE/CAP NOTED)
- △ CALCULATED POINT
- TCE TEMPORARY CONSTRUCTION EASEMENT
- ( ) RECORD INFORMATION

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N 85°59'55" W	298.83'	L10	N 88°30'03" E	36.57'
L2	S 64°31'30" W	15.00'	(L10)	N 88°30'03" E	----
L3	N 25°28'30" W	53.81'	L11	S 34°49'02" E	75.34'
L4	N 70°28'30" W	19.83'	L12	N 64°31'30" E	40.00'
L5	N 34°49'02" W	72.04'	L13	S 85°59'55" E	287.57'
L6	S 88°30'03" W	28.33'	L14	S 12°37'00" W	12.52'
L7	S 87°20'03" W	8.99'	(L14)	S 12°37' W	12.52'
L8	N 02°39'57" W	15.00'	L15	S 87°20'03" W	123.17'
L9	N 87°20'03" E	9.14'	(L16)	S 87°20'03" W	132.32'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	175.00'	12.71'	12.71'	S 10°32'10" W
C2	175.00'	35.93'	35.87'	N 02°34'27" E
(C3)	175.00'	56.12'	55.98'	S 05°28'15" W

*Kevin Mueller*  
9-Jul 18

KEVIN MUELLER  
(512) 492-5502

230 MOURNING DOVE LN  
BUDA, TX 78610

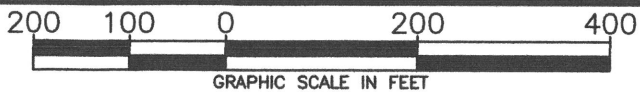
SKETCH TO ACCOMPANY FIELD NOTES OF

**0.765 ACRE EASEMENT**

HAYS COUNTY, TEXAS

THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. NO ATTEMPT HAS BEEN MADE TO LOCATE ANY IMPROVEMENTS, EASEMENTS, OR RIGHTS OF WAY NOT SHOWN HEREON.

BEARING BASIS: STATE PLANE COORDINATE SYSTEM  
(4204 - TEXAS SOUTH CENTRAL)



JOB: 1695-001

EXHIBIT: A

FN: 17-014

PAGE: 3 OF 3

# Exhibit C



**DRIPPING SPRINGS**  
Texas

August 21, 2023

**To:**  
Accounts Payable  
Development Solutions CAT  
12222 Merit Dr. Suite 1020  
Dallas, TX 75251

**Project/ID:**  
Caliterra

**Reimbursement of:**  
Professional Services  
as Authorized by City's  
Fee Schedule Ordinance

**Previously Billed: General Fund** **7,495.21**

**General Fund: 100-000-28308**

9/30/2021	Gilpin Engineering	Engineering	\$	37.50
9/30/2021	Gilpin Engineering	Engineering	\$	600.00
9/30/2021	Gilpin Engineering	Engineering	\$	75.00
9/30/2021	Gilpin Engineering	Engineering	\$	37.50
4/29/2022	Gilpin Engineering	Engineering	\$	112.50
4/29/2022	Gilpin Engineering	Engineering	\$	450.00
7/13/2022	Gilpin Engineering	Engineering	\$	75.00
7/13/2022	Gilpin Engineering	Engineering	\$	37.50
9/30/2022	Gilpin Engineering	Engineering	\$	112.50
9/30/2022	Gilpin Engineering	Engineering	\$	112.50
9/30/2022	Gilpin Engineering	Engineering	\$	75.00
9/30/2022	Gilpin Engineering	Engineering	\$	1,387.50
9/30/2022	Gilpin Engineering	Engineering	\$	1,350.00
			<b>\$</b>	<b>4,462.50</b>

**General Fund: 100-000-28575**

8/31/2021	Gilpin Engineering	Engineering	\$	337.50
8/31/2021	Gilpin Engineering	Engineering	\$	37.50
8/31/2021	Gilpin Engineering	Engineering	\$	150.00
			<b>\$</b>	<b>525.00</b>

**General Fund: 100-000-10943 (Carter Tract)**

7/13/2022	Gilpin Engineering	Engineering	\$	75.00
			<b>\$</b>	<b>75.00</b>

Remit Payment To: City of Dripping Springs P.O. Box 384, Dripping Springs, TX 78620  
Contact: A. Jamieson, Clerk (512) 858-4725 [ajamieson@cityofdrippingsprings.com](mailto:ajamieson@cityofdrippingsprings.com)  
If you have already paid, please disregard this invoice.

Previously Billed: Utility Fund

34,788.48

**Wastewater: 400-000-11007**


4/13/2021	CMA Engineering	Engineering	\$	579.00
6/14/2021	CMA Engineering	Engineering	\$	1,194.49
6/14/2021	CMA Engineering	Engineering	\$	1,976.42
6/14/2021	CMA Engineering	Engineering	\$	360.90
8/13/2021	CMA Engineering	Engineering	\$	267.50
8/30/2021	CMA Engineering	Engineering	\$	1,623.93
9/22/2021	CMA Engineering	Engineering	\$	360.80
9/30/2021	CMA Engineering	Engineering	\$	1,742.05
1/12/2022	The AL Law Group	Legal	\$	900.00
3/9/2022	Burgess & Niple, Inc	Engineering	\$	441.56
4/20/2022	The AL Law Group	Legal	\$	168.75
4/29/2022	Burgess & Niple, Inc	Engineering	\$	1,467.50
6/23/2022	Burgess & Niple, Inc	Engineering	\$	2,392.50
6/23/2022	Burgess & Niple, Inc	Engineering	\$	952.05
6/23/2022	Burgess & Niple, Inc	Engineering	\$	617.39
9/27/2022	Burgess & Niple, Inc	Engineering	\$	1,062.50
9/27/2022	Burgess & Niple, Inc	Engineering	\$	146.88
12/13/2022	Burgess & Niple, Inc	Engineering	\$	605.00
1/19/2023	Burgess & Niple, Inc	Engineering	\$	1,074.75
3/24/2023	Burgess & Niple, Inc	Engineering	\$	1,750.00
			<b>\$</b>	<b>19,683.97</b>

**Wastewater: 400-000-10943 (Carter Tract)**

3/24/2023	Burgess & Niple, Inc	Engineering	\$	167.50
3/24/2023	The AL Law Group	Legal	\$	365.63
3/24/2023	The AL Law Group	Legal	\$	225.00
			<b>\$</b>	<b>758.13</b>

Subtotal		\$	67,788.29
<b>DUE UPON RECEIPT</b>		<b>\$</b>	<b>67,788.29</b>

PLEASE SUBMIT WITH PAYMENT

<b>Date:</b> August 21, 2023		
<b>Project/ID:</b> Caliterra 0		
<b>Subtotal:</b>	\$	67,788.29
<b>Admin Fee</b>	\$	-
<b>Total:</b>	<b>\$</b>	<b>67,788.29</b>

Remit Payment To: City of Dripping Springs P.O. Box 384, Dripping Springs, TX 78620  
Contact: A. Jamieson, Clerk (512) 858-4725 [ajamieson@cityofdrippingsprings.com](mailto:ajamieson@cityofdrippingsprings.com)  
If you have already paid, please disregard this invoice.



# CITY OF DRIPPING SPRINGS

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384 • Dripping Springs, TX 78620

512.858.4725 • www.cityofdrippingsprings.com

*Gateway to the Hill Country*

March 12, 2021

**To:**

Accounts Payable  
Development Solutions CAT  
12222 Merit Dr. Suite 1020  
Dallas, TX 75251

**Project/ID:**

Caliterra  
285759

**Reimbursement of:**

Professional Services  
as Authorized by City's  
Fee Schedule Ordinance

Begininning Balance

\$6,707.71

Gilpin Engineering  
Gilpin Engineering  
Gilpin Engineering

1/19/21  
1/19/21  
1/19/21

Engineering Fees  
Engineering Fees  
Engineering Fees

\$187.50  
\$450.00  
\$150.00

Subtotal

\$7,495.21

**DUE UPON RECEIPT**

**\$7,495.21**

Remit Payment To: City of Dripping Springs P.O. Box 384, Dripping Springs, TX 78620  
Contact: Gina Gillis, City Treasurer (512) 858-4725 ggillis@cityofdrippingsprings.com