

**EASEMENT AGREEMENT  
(5.113 Acres)**

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

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

THAT DOUBLE L DEVELOPMENT, LLC, a Texas limited liability company (“Grantor”), for and in consideration of 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, has GRANTED, SOLD, AND CONVEYED and by these presents, does GRANT, SELL, AND CONVEY unto the **CITY OF DRIPPING SPRINGS, TEXAS**, a Texas general law city, its successors and assigns (“Grantee”), a non-exclusive easement (the “Easement”) across, along, under, over, upon, and through that certain tract of land located in Hays County, Texas, containing 5.113 acres, as more particularly described in **Exhibit A** and shown on **Exhibit B**, both attached hereto and incorporated herein for all purposes (the “Easement Tract”), for the purpose of establishing a buffer zone and effluent pond therein in connection with the construction, installation, expansion, maintenance, repair, relocation, replacement, removal, modification, and operation of a reclaimed water production facility, including all related connections and appurtenances thereto, on the Plant Site (defined below) located adjacent to the Easement Tract. Grantor does hereby declare that the Easement Tract is bound by the restrictions and covenants set forth herein and agrees that all subsequent purchasers and owners of the Easement Tract shall comply with same.

Grantee intends to establish a buffer zone for the proposed or existing reclaimed water production facility, which is located on a site (the “Plant Site”) situated adjacent to the Easement Tract, and more particularly described on **Exhibit C** attached hereto. The rules of the Texas Commission on Environmental Quality (the “TCEQ”) provide that a reclaimed water production treatment unit be located so as to provide for the existence of a buffer zone between the reclaimed water production treatment unit and the nearest residential property. The Easement, and all related rights and privileges granted herein by Grantor to Grantee, shall be for the benefit of the reclaimed water production treatment unit and shall prohibit Grantor (and, as a covenant running with the Easement Tract, any successor in title to Grantor with respect to all or part of the

Easement Tract) from utilizing any portion of the Easement Tract for residential uses. Grantee agrees that it shall consider any future requests by Grantor to modify the location, size, or boundaries of the Easement Tract and shall not unreasonably deny or delay consent to such request for modification so long as the Easement Tract, as proposed to be modified, will continue to (i) satisfy all utility purposes for which Grantee requires the Easement in connection with the reclaimed water production facility, and (ii) allow Grantee to operate its reclaimed water production facility in a manner that complies with all rules and requirements of the TCEQ or its successor, and those of any other governmental agency with jurisdiction. The Easement shall automatically terminate if, following commencement of operation of the reclaimed water production facility, Grantee ceases to use the Plant Site for reclaimed water production purposes or if the Ground Lease between Grantor and Grantee, as same may be amended from time to time, expires or is terminated in accordance with its terms. In such event, upon Grantor's request, Grantee agrees to promptly execute and deliver to Grantor an abandonment of this Easement in recordable form.

Grantor reserves all oil, gas, and other minerals in, on, or under the Easement Tract, but waives all right to use the surface of the Easement Tract for, and all rights of ingress and egress for, the purpose of exploring, developing, mining, or drilling for the same; provided, however, that nothing herein shall prohibit or in any manner restrict the right of Grantor to extract oil, gas, or other minerals from and under the Easement Tract by directional drilling or other means that does not interfere with or disturb the surface of the Easement Tract or Grantee's use of the Easement Tract for the purposes set forth herein.

This conveyance is further made subject to any and all restrictions, covenants, easements, rights-of-way, encumbrances, and mineral or royalty reservations or interests affecting the Easement Tract and appearing of record in the Official Public Records of Hays County, Texas, to the extent the same are in effect and validly enforceable against the Easement Tract (the "Permitted Encumbrances"); provided, however, to the extent that Grantor has the ability to enforce any of the Permitted Encumbrances, Grantor will not do so in a manner that would unreasonably prejudice or interfere with Grantee's exercise of its rights in the Easement and use of the Easement Tract for the purposes set forth herein.

TO HAVE AND TO HOLD the Easement, together with, all and singular, the rights and appurtenances thereto in any wise belonging, including all necessary rights to ingress, egress, and regress, unto Grantee, its successors and assigns, forever. Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Easement and right-of-way and other rights described herein 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, subject only to the Permitted Encumbrances.

The covenants and agreements contained herein shall run with the land and shall inure to the benefit of and shall be binding upon Grantor and Grantee and their respective successors and assigns.

The prevailing party in any suit, action, or other proceeding instituted in connection with any controversy arising out of this instrument or the Easement shall be entitled to recover its reasonable attorneys' fees from the other party.

The individual signing this instrument on behalf of Grantor represents that he/she has the requisite authority to bind Grantor.

Neither party's failure to insist on strict performance of any part of this instrument shall be construed as a waiver of the performance in any other instance.

This instrument shall be interpreted and construed in accordance with the laws of the State of Texas, without regard to conflict of laws, principles, and venue for any suit, action, or proceeding instituted in connection with any controversy arising out of this instrument or the Easement shall be the state courts situated in Hays County, Texas.

This instrument may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument.

Grantee's address is P.O. Box 384, Dripping Springs, Texas 78620, Attn: City Administrator.

*[Signature pages follow this page.]*

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2022.

**GRANTOR:**

**DOUBLE L DEVELOPMENT, LLC**  
a Texas limited liability company

By: \_\_\_\_\_  
David A. Cannon, Manager

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

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2022, by David A. Cannon, Manager of Double L Development, LLC, a Texas limited liability company, on behalf of said limited liability company.

(NOTARY SEAL)

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

EXECUTED by Grantee on the date set forth in the acknowledgment below, but AGREED to, ACCEPTED, and EFFECTIVE as of the date executed by Grantor.

**GRANTEE:**

**CITY OF DRIPPING SPRINGS, TEXAS**

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

Name: Bill Foulds,

Title: Mayor, City of Dripping Springs, Texas

THE STATE OF TEXAS           §

§

COUNTY OF \_\_\_\_\_       §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2022, by Bill Foulds, Mayor of the City of Dripping Springs, Texas, on behalf of said city.

(NOTARY SEAL)

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

**Attachments:**

Exhibit A - Description of the Easement Tract

Exhibit B - Sketch of the Easement Tract

Exhibit C - Description of Plant Site

**After recording, please return to:**

LEGAL DESCRIPTION

FIELD NOTES FOR A 5.113 ACRE TRACT OF LAND OUT OF THE ANTHONY G. DAVY SURVEY NO. 38, ABSTRACT NO. 148, HAYS COUNTY, TEXAS; BEING A PORTION OF A CALLED 1,240.674 ACRE TRACT OF LAND AS CONVEYED TO LL RANCH INVESTMENTS, LP BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 19035342 OF THE RECORDS OF HAYS COUNTY, TEXAS; SAID 5.113 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING for POINT OF REFERENCE** at a TxDOT Type I Monument found on the east right-of-way line of Ranch Road 12 (100' wide right-of-way), being on the west line of the above described LL Ranch Investments 1,240.674 acre tract; Thence, with the east right-of-way line of said Ranch Road 12, N 30°12'30" E a distance of 410.09 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for the southwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, continuing with the east right-of-way line of said Ranch Road 12, N 30°12'30" E a distance of 278.59 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for the northwest corner of the herein described tract, from which a TxDOT Type I Monument found on the east right-of-way line of said Ranch Road 12 bears, N 30°12'30" E a distance of 1,577.70 feet;

THENCE, departing the east right-of-way line of said Ranch Road 12, over and across said LL Ranch Investments remainder tract, S 84°59'55" E a distance of 9.55 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, N 85°13'44" E a distance of 82.49 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, N 56°19'46" E a distance of 68.26 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, N 65°27'56" E a distance of 48.78 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, N 88°21'22" E a distance of 43.68 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, S 84°37'59" E a distance of 53.92 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, S 79°46'34" E a distance of 71.69 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, S 75°57'58" E a distance of 67.26 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract,  
S 81°13'52" E a distance of 45.78 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract,  
S 68°11'15" E a distance of 42.96 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set  
for the northeast corner of the herein described tract;

THENCE, continuing over and across said LL Ranch Investments remainder tract,  
S 24°40'27" W a distance of 134.05 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract,  
S 21°27'25" W a distance of 163.96 feet to a calculated angle point;


THENCE, continuing over and across said LL Ranch Investments remainder tract,  
S 10°47'57" W a distance of 78.26 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract,  
S 7°00'39" W a distance of 110.66 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, S 1°39'22" W  
a distance of 81.97 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for the southeast  
corner of the herein described tract, from which a 1/2-inch iron rod with cap stamped "BGE  
INC" set at the north corner of a called 43.328 acre tract of land as conveyed to Anarene  
Investments, Ltd and described in Document Number 19035342 of the Official Public Records  
Hays County, Texas bears S 26°02'13" E a distance of 215.36 feet;

THENCE, continuing over and across said LL Ranch Investments remainder tract,  
N 59°47'30" W a distance of 584.20 feet to the **POINT OF BEGINNING** and containing 5.113  
acres of land, more or less.

I hereby certify that these notes were prepared by BGE from a survey made on the ground on  
September 10, 2018 under my supervision and are true and correct to the best of my knowledge.  
Bearing orientation is based on the Texas State Plane Coordinate System, South Central Zone,  
NAD 83.

  
Jonathan O. Nobles RPLS No. 5777  
BGE, Inc.

101 West Louis Henna Blvd., Suite 400  
Austin, Texas 78728  
Telephone: (512) 879-0400  
TBPELS Licensed Surveying Firm No. 10106502



9/19/2022

Date

Date: September 19, 2022  
Project No.: 5955-00



**EXHIBIT B**

**EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION**

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 30°12'30" E	410.09'
L2	N 30°12'30" E	278.59'
L3	N 30°12'30" E	1,577.70'
L4	S 84°59'55" E	9.55'
L5	N 85°13'44" E	82.49'
L6	N 56°19'46" E	68.26'
L7	N 65°27'56" E	48.78'
L8	N 88°21'22" E	43.68'
L9	S 84°37'59" E	53.92'
L10	S 79°46'34" E	71.69'
L11	S 75°57'58" E	67.26'
L12	S 81°13'52" E	45.78'
L13	S 68°11'15" E	42.96'
L14	S 24°40'27" W	134.05'
L15	S 21°27'25" W	163.96'
L16	S 10°47'57" W	78.26'
L17	S 07°00'39" W	110.66'
L18	S 01°39'22" W	81.97'
L19	S 26°02'13" E	215.36'
L20	N 59°47'30" W	584.20'

**LEGEND**

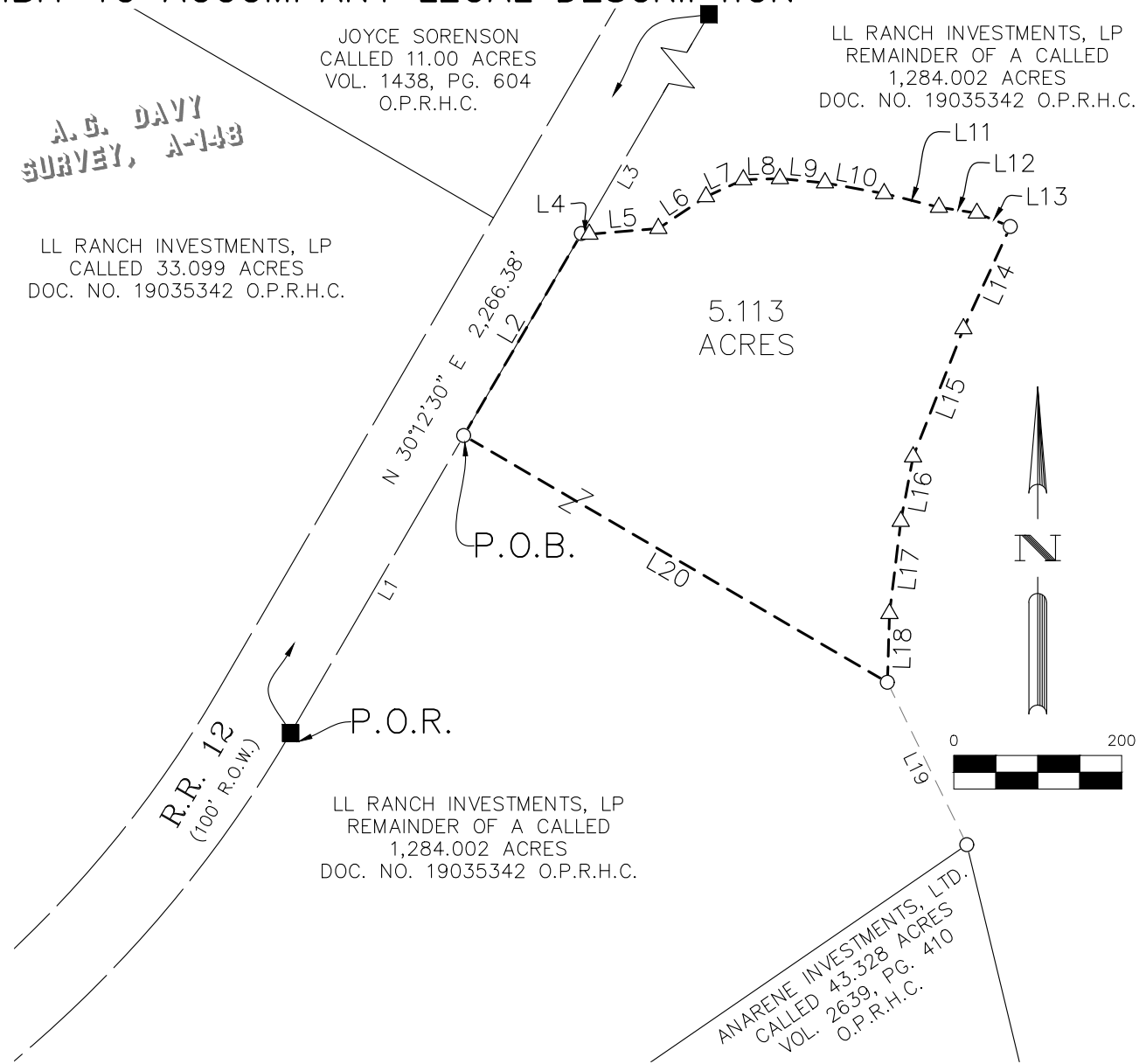
- DOC. NO. DOCUMENT NUMBER
- O.P.R.H.C. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- PG. PAGE
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- FOUND TXDOT TYPE I MONUMENT
- SET 1/2" IRON ROD WITH CAP STAMPED "BGE INC"
- △ CALCULATED POINT

*A.G. DAVY SURVEY, A-143*

LL RANCH INVESTMENTS, LP  
CALLED 33.099 ACRES  
DOC. NO. 19035342 O.P.R.H.C.

JOYCE SORENSON  
CALLED 11.00 ACRES  
VOL. 1438, PG. 604  
O.P.R.H.C.

LL RANCH INVESTMENTS, LP  
REMAINDER OF A CALLED  
1,284.002 ACRES  
DOC. NO. 19035342 O.P.R.H.C.



ANARENE INVESTMENTS, LTD.  
CALLED 43.328 ACRES  
VOL. 2639, PG. 410  
O.P.R.H.C.



**BGE, Inc.**  
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728  
Tel: 512-879-0400 • www.bgeinc.com  
TBPELS Licensed Surveying Firm No. 10106502

SCALE: 1"=200'

SHEET 3

OF 3

LEGAL DESCRIPTION

FIELD NOTES FOR A 2.026 ACRE TRACT OF LAND OUT OF THE ANTHONY G. DAVY SURVEY NO. 38, ABSTRACT NO. 148, HAYS COUNTY, TEXAS; BEING A PORTION OF A CALLED 1,240.674 ACRE TRACT OF LAND AS CONVEYED TO LL RANCH INVESTMENTS, LP BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 19035342 OF THE RECORDS OF HAYS COUNTY, TEXAS; SAID 2.026 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING for POINT OF REFERENCE** at a TxDOT Type I Monument found on the east right-of-way line of Ranch Road 12 (100' wide right-of-way), being on the west line of the above described LL Ranch Investments 1,240.674 acre tract; Thence, departing the east right-of-way line of said Ranch Road 12, over and across said LL Ranch Investments remainder tract, S 85°08'26" E a distance of 713.77 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for the southeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, continuing over and across said LL Ranch Investments remainder tract, N 59°47'30" W a distance of 61.67 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, N 5°16'26" E a distance of 278.32 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, N 13°55'57" W a distance of 26.54 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, N 44°03'45" W a distance of 30.26 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, N 81°55'14" W a distance of 121.19 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, N 36°12'20" W a distance of 19.27 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, N 4°44'12" E a distance of 126.28 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, N 39°57'11" W a distance of 28.47 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, N 71°36'09" W a distance of 28.76 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, S 85°13'44" W a distance of 51.49 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, N 56°19'46" E a distance of 68.26 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, N 65°27'56" E a distance of 48.78 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, N 88°21'22" E a distance of 43.68 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, S 84°37'59" E a distance of 53.92 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, S 79°46'34" E a distance of 71.69 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, S 75°57'58" E a distance of 67.26 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, S 81°13'52" E a distance of 45.78 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, S 68°11'15" E a distance of 42.96 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for the north east corner of the herein described tract, from which a TxDOT Type I Monument found on the east right-of-way-line of said Ranch Road 12 bears N 11°46'54" E a distance of 1,384.25 feet;

THENCE, continuing over and across said LL Ranch Investments remainder tract, S 24°40'27" W a distance of 134.05 feet to a calculated angle point;

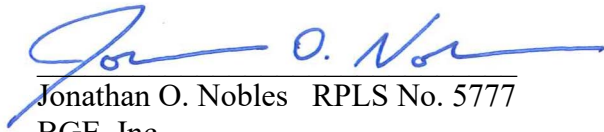
THENCE, continuing over and across said LL Ranch Investments remainder tract, S 21°27'25" W a distance of 163.96 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, S 10°47'57" W a distance of 78.26 feet to a calculated angle point;

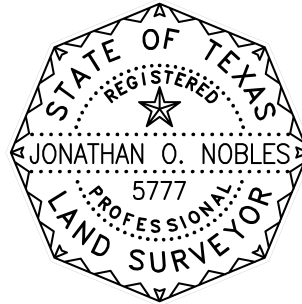
THENCE, continuing over and across said LL Ranch Investments remainder tract, S 7°00'39" W a distance of 110.66 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, S 1°39'22" W a distance of 81.97 feet to the **POINT OF BEGINNING** and containing 2.026 acres of land, more or less

I hereby certify that these notes were prepared by BGE from a survey made on the ground on September 10, 2018 under my supervision and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, South Central Zone, NAD 83.



Jonathan O. Nobles RPLS No. 5777  
BGE, Inc.  
101 West Louis Henna Blvd., Suite 400  
Austin, Texas 78728  
Telephone: (512) 879-0400  
TBPELS Licensed Surveying Firm No. 10106502

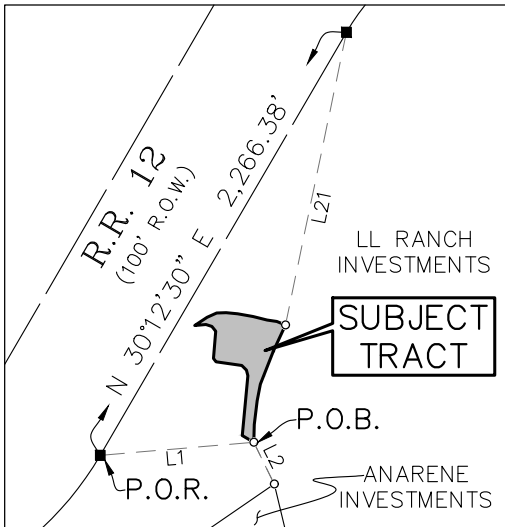


9/19/2022

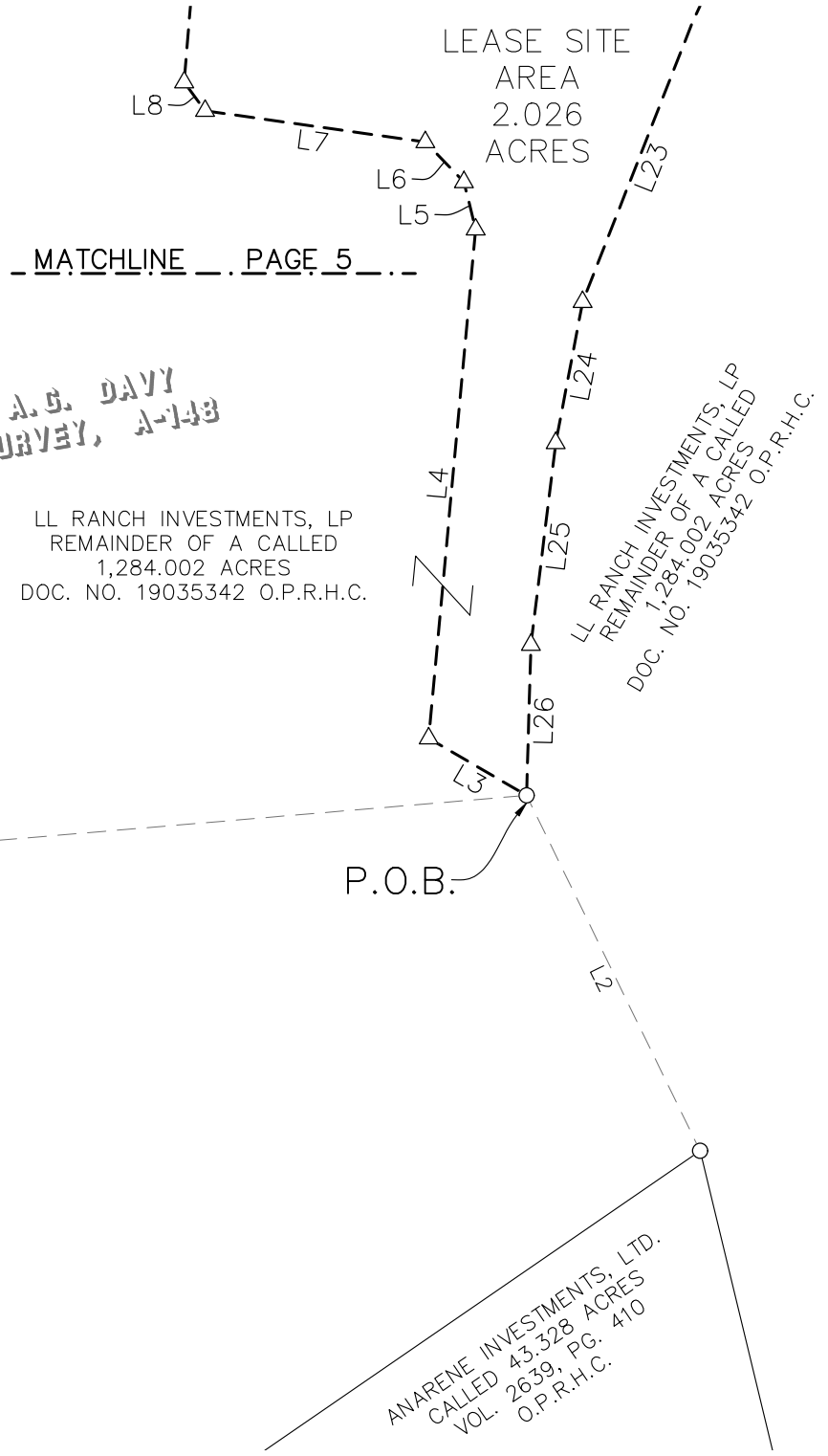
Date

Date: September 19, 2022  
Project No.: 5955-00

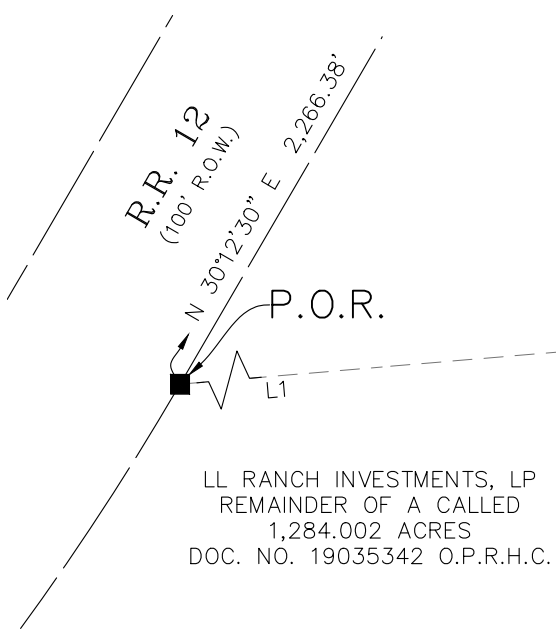
# EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION



LOCATION DETAIL  
NOT TO SCALE



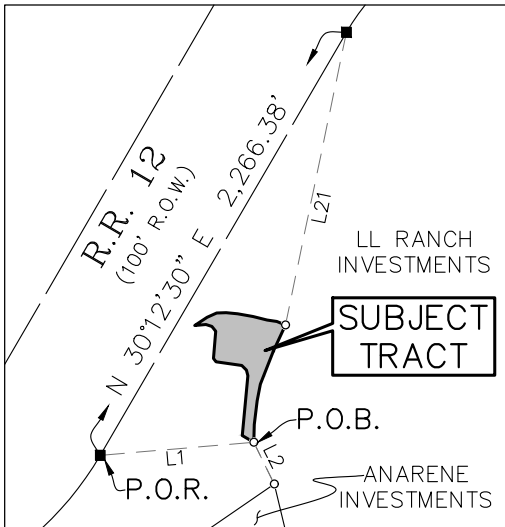
A.G. DAVY  
SURVEY, A-143



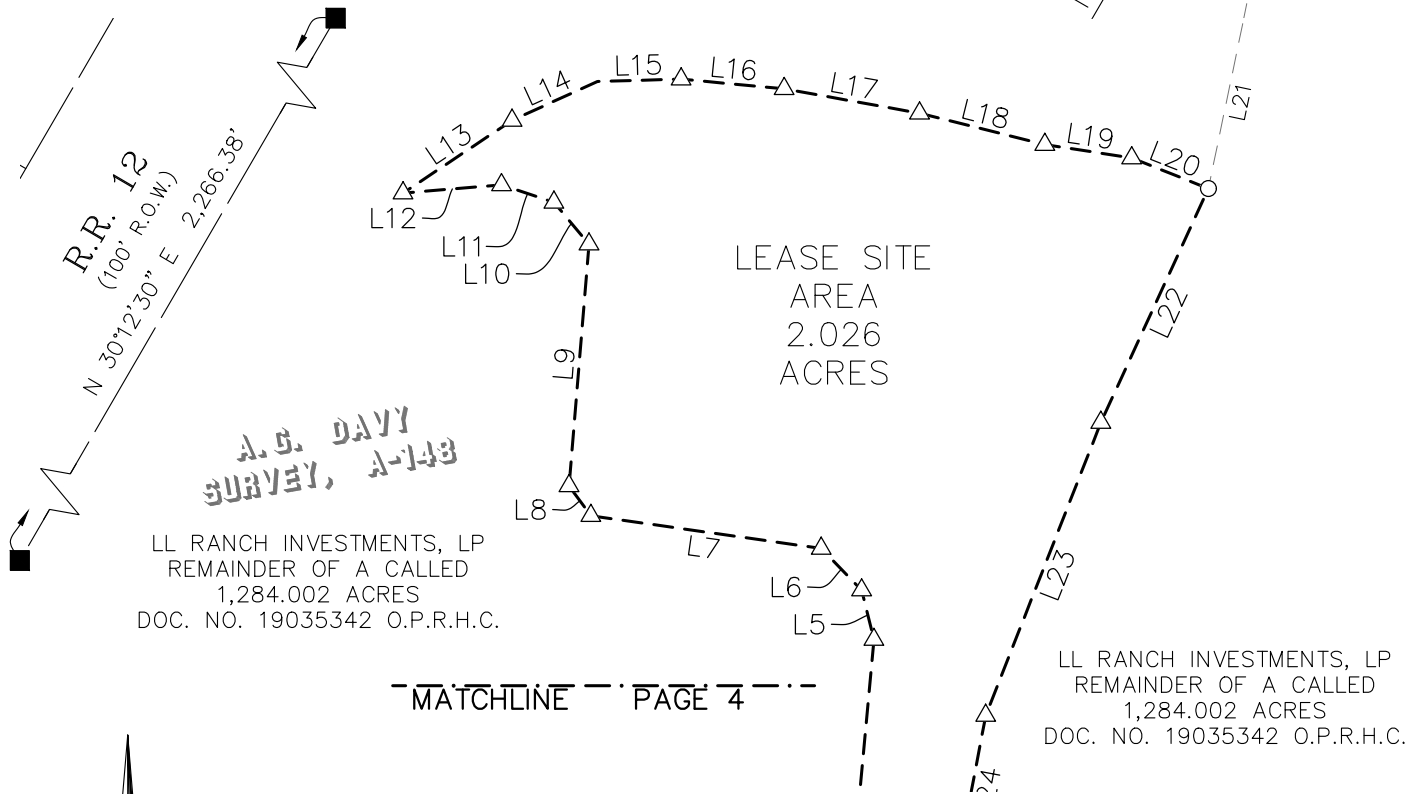
**BGE, Inc.**  
 101 West Louis Henna Blvd, Suite 400, Austin, TX 78728  
 Tel: 512-879-0400 • www.bgeinc.com  
 TBPELS Licensed Surveying Firm No. 10106502

SCALE: 1"=100'
SHEET 4
OF 6

# EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION



LOCATION DETAIL  
NOT TO SCALE



LL RANCH INVESTMENTS, LP  
REMAINDER OF A CALLED  
1,284.002 ACRES  
DOC. NO. 19035342 O.P.R.H.C.

LL RANCH INVESTMENTS, LP  
REMAINDER OF A CALLED  
1,284.002 ACRES  
DOC. NO. 19035342 O.P.R.H.C.

MATCHLINE PAGE 4



**BGE, Inc.**  
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728  
Tel: 512-879-0400 • www.bgeinc.com  
TBPELS Licensed Surveying Firm No. 10106502

SCALE: 1"=100'

SHEET 5

OF 6

Copyright 2022

# EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 85°08'26" E	713.77'
L2	S 26°02'13" E	215.36'
L3	N 59°47'30" W	61.67'
L4	N 05°16'26" E	278.32'
L5	N 13°55'57" W	26.54'
L6	N 44°03'45" W	30.26'
L7	N 81°55'14" W	121.19'
L8	N 36°12'20" W	19.27'
L9	N 04°44'12" E	126.28'
L10	N 39°57'11" W	28.47'
L11	N 71°36'09" W	28.76'
L12	S 85°13'44" W	51.49'
L13	N 56°19'46" E	68.26'
L14	N 65°27'56" E	48.78'
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L17	S 79°46'34" E	71.69'
L18	S 75°57'58" E	67.26'
L19	S 81°13'52" E	45.78'
L20	S 68°11'15" E	42.96'
L21	N 11°46'54" E	1,384.25'
L22	S 24°40'27" W	134.05'
L23	S 21°27'25" W	163.96'
L24	S 10°47'57" W	78.26'
L25	S 07°00'39" W	110.66'
L26	S 01°39'22" W	81.97'

### LEGEND

DOC.	DOCUMENT
NO.	NUMBER
O.P.R.H.C.	OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
■	FOUND TXDOT TYPE I MONUMENT
○	SET 1/2" IRON ROD WITH CAP STAMPED "BGE INC"
△	CALCULATED POINT



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SCALE: 1"=100'

SHEET 6

OF 6