

June __, 2023

Lynn and Jan Brown
10944 Fitzhugh Road
Austin, Texas 78736

RE: Letter Agreement Regarding Grant of Permanent Water Line Easement and Temporary Construction Easement.

This Letter Agreement (this "Agreement") is between LYNN BROWN and JAN BROWN, a married couple (collectively, "Owner"), in their capacity as owners of the real property located at 10944 Fitzhugh Rd., Austin, Texas 78736, and described by metes and bounds in the General Warranty Deed dated September 18, 2009, recorded as Document No. 2009159936, Official Public Records of Travis County, Texas (the "Property"), and CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation doing business in Texas as BROHN HOMES ("Brohn"), and is as follows:

1. For and in consideration of the sum of Ten Thousand and No/100 Dollars (\$10,000.00) and the Water Line Stub (as defined below), Owner agrees to grant: (i) to the West Travis County Public Utility Agency (the "WTCPUA"), a public utility agency operating pursuant to Chapter 572, Texas Local Government Code, upon the terms of this Agreement, a permanent and exclusive easement and right-of-way (the "Easement") beneath, over and across the Property; and (ii) to Brohn, upon the terms of this Agreement, a temporary construction easement beneath, over and across the Property (the "Temporary Construction Easement").

2. The Easement will be substantially in the form attached as Exhibit "A" hereto and incorporated herein (the "Easement Agreement"). The Temporary Construction Easement will be substantially in the form attached as Exhibit "B" hereto and incorporated herein (the "Temporary Construction Easement Agreement"). The locations of the Easement and the Temporary Construction Easement are depicted on Exhibits "A" and Exhibit "B" attached hereto and incorporated herein. Owner acknowledges that the water line and related facilities and equipment, including connections therewith (collectively, the "Water Line Improvements"), to be installed by Brohn and dedicated to the WTCPUA for ownership and operation, have been designed for construction as of the date of this Agreement but have not been permitted or approved by the applicable governmental authorities. In the event that the design/scope of the Water Line Improvements must be modified during the design and permitting process, Owner agrees to cooperate with Brohn, in good faith, to agree on such modifications, such agreement not to be unreasonably withheld, conditioned or delayed. If such modification of the Water Line Improvements is agreed upon by Brohn and Owner prior to the grant of the Easement and the Temporary Construction Easement, then the forms of the Easement Agreement and the Temporary Construction Easement Agreement will be modified accordingly. If such modification of the Water Line Improvements is agreed upon by Brohn and Owner after the grant of the Easement and the Temporary Construction Easement, then Brohn will prepare and provide to Owner an amendment to each of the Easement Agreement and the Temporary Construction Easement Agreement to reflect such modification, which Owner will, within five (5) days after receipt, execute, acknowledge and deliver to Brohn in recordable form. The terms of this provision will survive the closing of the sale and purchase of the Easement and the Temporary Construction Easement.

3. As consideration for Owner entering into this Agreement, Brohn agrees to construct, at its sole cost and expense, a water line stub-out for future connection by Owner to serve the Property (the "Water Line Stub") in a location reasonably determined by Brohn's civil engineer and approved by the WTCPUA.

4. Within five (5) business days after receipt of a written request from Brohn with an execution version of the Easement Agreement and the Temporary Construction Easement Agreement, each modified as the WTCPUA may require and each including a legal description of the applicable easement tract, reasonably acceptable to Owner, Owner will execute, acknowledge and deliver the Easement Agreement and the Temporary Construction Easement Agreement in recordable form to Brohn, c/o Kevin M. Flahive, Armbrust & Brown, PLLC, 100 Congress Avenue, Suite 1300, Austin, Texas 78701. Further, to the extent required by the WTCPUA or requested by Brohn, Owner agrees to perform such acts, execute such documents, instruments and certificates, and undertake such further assurances, all as may be reasonably necessary to effectuate the purposes and intent of this Agreement.

5. Owner agrees that between the effective date of this Agreement and the date the Easement and the Temporary Construction Easement are recorded in the Official Public Records of Travis County, Texas: (a) Owner will not enter into or grant any liens, easements, restrictive covenants, or other agreements of any kind which would affect title to the property comprising the Easement or the Temporary Construction Easement, without the prior written approval of Brohn; (b) Owner will not enter into any leases, contracts, or agreements of any kind or nature relating to the property comprising the Easement or the Temporary Construction Easement, without the prior written approval of Brohn; (c) Owner will not sell, transfer, convey, demolish, destroy, dispose of, relinquish, amend, alter, change, or modify the property comprising the Easement or the Temporary Construction Easement, or any portion(s) thereof, in any way, without the prior written consent of Brohn; (d) Owner will repair and maintain the property comprising the Easement and the Temporary Construction Easement in its presently existing condition; (e) Owner will not use, occupy, or allow the use or occupancy of the property comprising the Easement or the Temporary Construction Easement in any manner which violates any applicable laws, ordinances, rules, regulations, or restrictive covenants; (f) Owner will not allow or permit the introduction, spillage, release, discharge, use, storage or disposal of any hazardous material, hazardous waste or pollutant of any kind or nature into, onto or from the property comprising the Easement or the Temporary Construction Easement; (g) Owner will immediately upon obtaining notice of same, notify Brohn of any legal, political, governmental, or administrative proceeding or moratorium instituted or proposed which might have any effect on the property comprising the Easement, its value or the rights to possession of same; (h) Owner will immediately upon obtaining notice of same, notify Brohn of any foreclosure proceeding instituted or proposed with respect to the property comprising the Easement or the Temporary Construction Easement, or any portion(s) thereof; (i) Owner will immediately notify Brohn of any damage to or destruction of the property comprising the Easement or the Temporary Construction Easement, or any portion(s) thereof; and (j) Owner will fully cooperate with Brohn (including the execution and delivery of documents) in obtaining, consenting to, approving, amending, or modifying any governmental licenses, permits, or approvals of any kind or nature, or any utility service commitments, or easements, rights-of-way, or other approvals or matters of any kind or nature necessary or appropriate to the development and sale of the Easement and the Temporary Construction Easement.

6. In the event Owner or Brohn defaults hereunder with respect to any of its respective obligations or covenants, the non-defaulting party will notify the defaulting party in writing of such default, and the defaulting party will have the opportunity to perform such obligation or covenant and cure its default within ten (10) days of receipt of such default notice. If the defaulting party fails to satisfactorily perform its obligation or covenant and cure its default, the non-defaulting party will have the option, but not the obligation, to cure the defaulting party's default, in which event the defaulting party will reimburse the non-defaulting party for any and all costs and expenses incurred by the non-defaulting party. Furthermore, the non-defaulting party will have the option to enforce specific performance of the defaulting party's obligations and covenants herein, and to seek any and all other remedies available to the non-defaulting party hereunder at law or in equity. In the event of any lawsuit based on this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and related costs.

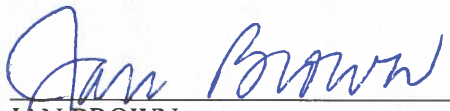
7. This Agreement constitutes the entire agreement of the parties, supersedes any prior understandings or written or oral agreements concerning the Easement, and can be modified or varied only by a written instrument signed by Brohn and Owner. This Agreement is binding upon and will inure to the benefit of the parties, and their respective successors and assigns. This Agreement may be assigned by Brohn, provided that written notice of the assignment is provided to Owner. Because Owner and Brohn desire this Agreement to provide for the right of enforcement, Owner and Brohn agree that: (i) they are experienced in transactions of this nature, (ii) they are familiar with the location of the Easement and the Temporary Construction Easement, and (iii) each party waives any and all claims of an insufficient legal description, including, but not limited to, any and all claims under the Statute of Frauds. If any of the provisions of this Agreement are for any reason held to be invalid, illegal, or unenforceable, that defect will not affect any other provisions and this Agreement will be construed as if the defective provision had never been contained herein. Any failure of Owner or Brohn to enforce any provision of this Agreement will not waive compliance nor extend the time for compliance with any other provision. Time is of the essence of this Agreement.

8. This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. Facsimile signatures, electronic signatures, and signatures transmitted by email in so-called "pdf" format will be deemed to have the same effect as an original.

[SIGNATURE PAGE FOLLOWS]

OWNER:


LYNN BROWN

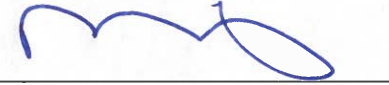

JAN BROWN

Address:

10944 Fitzhugh Road
Austin, Texas 78736

BROHN:

CLAYTON PROPERTIES GROUP, INC.,
a Tennessee corporation doing business in
Texas as BROHN HOMES

By: 
Adam B. Boenig
Vice President

Address:

6720 Vaught Ranch Road, Suite 200
Austin, Texas 78730
Attention: Adam B. Boenig

EXHIBIT "A"

FORM OF EASEMENT AGREEMENT

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.

PERMANENT EASEMENT

THE STATE OF TEXAS	§
	§
COUNTY OF TRAVIS	§

GRANT OF PERMANENT EASEMENT:

LYNN BROWN and **JAN BROWN**, a married couple (collectively, the "GRANTOR"), whose address is 10944 Fitzhugh Rd., Austin, Texas 78736 for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant, sell and convey unto the West Travis County Public Utility Agency ("GRANTEE"), a political subdivision of the State of Texas, whose address is 13215 Bee Cave Parkway, Building B, Suite 110, Bee Cave, Texas 78738, a permanent and exclusive easement and right-of-way (the "EASEMENT") upon, in, over, under, along, and across, together with the right of ingress and egress, the property of GRANTOR, which is more particularly described as follows:

A 0.246 ACRE WATERLINE EASEMENT OVER AND ACROSS 6.739 ACRES OF LAND, MORE OR LESS, OUT OF THE BD BASSFORD SURVEY NO. 625, ABSTRACT NO. 84 IN TRAVIS COUNTY, TEXAS, AND BEING THE SAME PROPERTY CONVEYED IN A DEED RECORDED AS INSTRUMENT NUMBER 2009159936, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AND THE ACCOMPANYING SKETCH IN THE ATTACHED EXHIBIT A (THE "EASEMENT PROPERTY").

PURPOSE OF EASEMENT:

The Easement Property may be used by GRANTEE for the purposes of constructing, installing, operating, repairing, maintaining, replacing, inspecting, upgrading and activities

related thereto underground water lines and related facilities and equipment, including connections therewith (the "FACILITIES") upon, over, under and across the Easement Property, together with the right of ingress and egress over, along and across the Easement Property and further including the right to cut and trim trees and shrubbery that may encroach on the Easement Property.

DURATION OF EASEMENT:

This Easement shall be permanent and irrevocable.

EXCLUSIVITY

GRANTEE'S easement rights within the Easement Property shall be exclusive subject to the reservations made by GRANTOR herein.

DOMINANT USE OF EASEMENT PROPERTY:

GRANTOR agrees that GRANTEE shall have the dominant right to use of the Easement Property for the purposes stated above and GRANTOR shall make no use of the Easement Property that unreasonably interferes with GRANTEE'S use, including but not limited to the construction of stone walls, extensive landscaping or similar improvements that would impede GRANTEE'S access to the Facilities. GRANTOR retains the right to place flatwork, pedestrian facilities, and any other horizontal improvements that do not interfere with the easement's primary use. If the GRANTEE needs to disturb or remove any such flatwork, pedestrian facilities, or other horizontal improvements in the easement, the GRANTOR is responsible for repairing or replacing any improvement and the GRANTEE shall have no duty to repair or replace any disturbed or removed improvements. GRANTOR further agrees to provide GRANTEE with immediate access to the Easement Property when required for GRANTEE to construct, install, operate, repair, maintain, replace, inspect, or upgrade the Facilities.

GRANTOR reserves the right to use the land and grant easements on, under, and through the above described Easement Property for purposes not inconsistent with GRANTEE's use of such Easement Property, including but not limited to the construction or installation of utility lines, crossings and related facilities, paving, parking areas, driveways, curb and gutter, landscaping that does not unreasonable interfere with GRANTEE'S use, and other similar improvements on, over, under, upon and across such Easement Property.

ENTIRE AGREEMENT:

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument will be of no force and effect.

BINDING EFFECT:

This agreement will run with the land, and will bind and inure to the benefit of the Parties hereto, and their respective successors and assigns. GRANTOR 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 subject to the matters set forth herein.

[Remainder of page left intentionally blank]

In witness whereof, this instrument is executed this ____ day of _____, 202__.

GRANTOR:

LYNN BROWN

JAN BROWN

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 202__,
by Lynn Brown, an individual.

Notary Public, State of Texas

Printed Name: _____
My Commission expires: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 202__,
by Jan Brown, an individual.

Notary Public, State of Texas

Printed Name: _____
My Commission expires: _____

ACCEPTED:

GRANTEE:

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

By: _____

Name: Jennifer Riechers, General Manager

STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

This instrument was acknowledged before me on the ____ day of _____, 202_,
by Jennifer Riechers, General Manager of the West Travis County Public Utility Agency on
behalf of said Agency.

Notary Public, State of Texas

Printed Name: _____

My Commission expires: _____

After recording, please return to:

Lauren Kalisek

Lloyd Gosselink Rochelle & Townsend, P.C.

816 Congress Avenue, Suite 1900

Austin, Texas 78701

CONSENT AND SUBORDINATION BY LIENHOLDER

_____ (“Lienholder”), as the holder of lien(s) on the Easement Property, consents to the above grant of an easement, including the terms and conditions of such grant, and Lienholder subordinates its lien(s) to the rights and interests of the easement, such that a foreclosure of the lien(s) shall not extinguish the rights and interests of the easement.

By: _____

Its: _____

Date: _____

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2024 by _____, on behalf of _____.

Notary Public, State of Texas
Printed Name: _____
My Commission expires: _____

EXHIBIT A

EXHIBIT ____

Waterline Easement
0.246 Acres

LEGAL DESCRIPTION

FIELD NOTES FOR A 0.246 ACRE (10,724 SQUARE FOOT) TRACT OF LAND OUT OF THE BD BASSFORD SURVEY, ABSTRACT NO. 84 AND THE ELZY HARRISON SURVEY, ABSTRACT NO. 379; BEING A PORTION OF A CALLED 6.739 ACRE TRACT AS CONVEYED TO H. LYNN BROWN AND JAN H. BROWN BY WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2009159936 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.246 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod with cap stamped "DOUCET" found on the proposed northerly right-of-way line of Fitzhugh Road (variable width right-of-way), on the west line of the a called 5.472 acre tract as conveyed to Roger P. Kitowski and Nannette Hinchliffe by warranty deed recorded in Document Number 2000036531 of the Official Public Records of Travis County, Texas, and the east line of the above described Brown 6.739-acre tract, for the southeast corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron pipe found at the northeast corner of said Brown 6.739-acre tract bears, N 28°20'06" E a distance of 902.60 feet, and from which a 1/2-inch iron rod with cap stamped "DOUCET" found on said common line and on said proposed northerly right-of-way line of said Fitzhugh Road bears, S 28°20'06" W a distance of 12.80 feet;

THENCE, leaving said east line, over and across said Brown 6.739-acre tract, with said proposed northerly right-of-way line of said Fitzhugh Road, along a curve to the left an arc distance of 148.38 feet, having a radius of 1,540.00 feet, a central angle of 5°31'14" and a chord which bears N 59°31'44" W a distance of 148.33 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at a point of tangency;

THENCE, continuing over and across said Brown 6.739-acre tract, with said proposed northerly right-of-way line of said Fitzhugh Road, N 62°17'22" W a distance of 283.58 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found on the west line of said Brown 6.739-acre tract, on an east line of a called 71.10 acre tract as conveyed to Clayton Properties Group, Inc. by general warranty deed recorded in Document Number 2018073892 of the Official Public Records of Travis County, Texas, for the southwest corner of the herein described tract, from which a 1/2-inch iron pipe found at the common south corner of said Brown 6.739-acre tract and said Clayton Properties Group, Inc. 71.10-acre tract bears, S 41°51'19" W a distance of 20.64 feet;

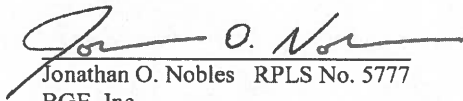
THENCE, leaving said proposed northerly right-of-way line of said Fitzhugh Road, with the west line of said Brown 6.739-acre tract, N 41°51'19" E a distance of 25.78 feet to a calculated point on the east line of said Clayton Properties Group, Inc. 71.10-acre tract, for the northwest corner of the herein described tract;

THENCE, leaving said west line, over and across said Brown 6.739-acre tract, 25 feet from and parallel with said proposed northerly right-of-way line of Fitzhugh Road, S 62°17'22" E a distance of 277.28 feet to a calculated point of curvature of a curve to the right;

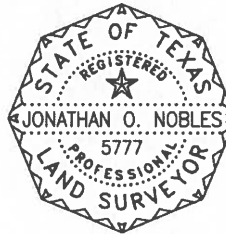
THENCE, continuing over and across said Brown 6.739-acre tract, 25 feet from and parallel with said proposed northerly right-of-way line of Fitzhugh Road, along said curve to the right an arc distance of 148.65 feet, having a radius of 1,565.00 feet, a central angle of $5^{\circ}26'32''$ and a chord which bears, S $59^{\circ}34'06''$ E a distance of 148.60 feet a calculated point on the east line of said Brown 6.739-acre tract, and the west line of the previously mentioned Kitowski-Hinchliffe 5.472-acre tract;

THENCE, with the line common to said Brown 6.739-acre tract and said Kitowski-Hinchliffe 5.472-acre tract S $28^{\circ}20'06''$ W, a distance of 25.09 feet to the to the **POINT OF BEGINNING** and containing 0.246 acre (10,724 square feet) of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by BGE, Inc. under my supervision on October 27, 2021 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, Central Zone, NAD 83. A sketch accompanies this description.


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



1/23/2023

Date

Client: Brohn Homes
Date: October 3, 2022
Job No.: 8079-01
Revised: January 30, 2023

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

CLAYTON PROPERTIES GROUP, INC.
CALLED 71.10 AC. - TRACT 2
DOC. NO. 2018073892
O.P.R.T.C.

H. LYNN BROWN & JAN H. BROWN
CALLED 6.739 AC.
DOC. NO. 2009159936
O.P.R.T.C.

BD BASSFORD SURVEY,
ABSTRACT NO. 84

BEARING BASIS NOTE
BEARING ORIENTATION IS
BASED ON THE TEXAS STATE
PLANE COORDINATE SYSTEM,
CENTRAL ZONE 4203, NAD83.



WATERLINE EASEMENT
0.246 AC.
10,724 SQ. FT.

PITZHUUGH ROAD
R.O.W. VARIES

ELZY HARRISON SURVEY,
ABSTRACT NO. 379

NUMBER	BEARING	DISTANCE
L1	S 28°20'06" W	12.80'
L2	N 62°17'22" W	283.58'
L3	S 41°51'19" W	20.64'
L4	N 41°51'19" E	25.78'
L5	S 62°17'22" E	277.28'
L6	S 28°20'06" W	25.09'

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	148.38'	1,540.00'	5°31'14"	N 59°31'44" W	148.33'
C2	148.65'	1,565.00'	5°26'32"	S 59°34'06" E	148.60'

LEGEND

O.P.R.T.C. OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY
() RECORD INFORMATION DOC. NO. 2009159936
● FOUND 1/2" IRON ROD W/ "DOUCET" CAP
▲ CALCULATED POINT



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

Copyright 2023

SCALE: 1"=100'
SHEET 3
OF 3

EXHIBIT "B"

FORM OF TEMPORARY CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT

THE STATE OF TEXAS	§	
	§	
COUNTY OF TRAVIS	§	KNOW ALL BY THESE PRESENTS: THAT

LYNN BROWN and **JAN BROWN**, a married couple (collectively, "Grantor"), in their capacity as owners of the real property located at 10944 Fitzhugh Rd., Austin, Texas 78736, and described by metes and bounds in the General Warranty Deed dated September 18, 2009, recorded as Document No. 2009159936, Official Public Records of Travis County, Texas (the "Property"), for and in consideration of the payment of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid to Grantor by **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation doing business in Texas as **BROHN HOMES** ("Grantee"), the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL, and CONVEY unto Grantee a temporary right of vehicular and pedestrian access over and across the following described property and a temporary easement to construct, install, maintain, inspect and operate a water line and other necessary improvements and appurtenances related thereto, in, upon, over, under, and across that certain 0.433 acre tract of land described on Exhibit "A" attached hereto and incorporated herein for all purposes (the "Easement Tract").

This conveyance is made and accepted subject to any and all conditions, restrictions, covenants, ordinances, easements, and other title matters, if any, relating to the hereinabove described property that are of record in Travis County, Texas, and/or discoverable by an on the ground survey of the Easement Tract. The terms, provisions and obligations hereof shall be covenants running with the land affected hereby and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, executors, administrators, successors, and assigns.

The easement, rights and privileges herein granted shall commence on the date of execution of this instrument and shall terminate upon the completion and acceptance of the water line and other necessary improvements and appurtenances related thereto and restoration of the Easement Tract.

Grantee hereby covenants and agrees: (a) Grantee shall promptly repair any damage it shall do to Grantor's property, however, Grantee will not be obligated to replace trees, shrubs or other landscape features on Grantor's property; (b) Grantee shall use commercially reasonable efforts to avoid or limit damage to any oak trees on Grantor's property in connection with its activities and, in the event Grantee damages any oak trees, Grantee shall replace or rehabilitate such oak trees according to the recommendation of a state-licensed arborist that is mutually agreeable to both Grantor and Grantee, in each's reasonable discretion; (c) Grantee shall indemnify and hold harmless Grantor and its heirs, executors, administrators, partners, successors and assigns from and against all liability, damages, suits, actions, lien claims, costs and expenses of whatsoever nature (including reasonable attorney's fees) to persons or property caused by or arising out of any of Grantee's operations or activities hereunder, including those of Grantee's agents and contractors; and (d) this easement does not create any third party beneficiary rights in any third party who is not a party to this Temporary Construction Easement.

Grantor, for itself and Grantor's heirs, executors, administrators, successors and assigns, also excepts from the grant and retains and reserves the right to fully use and enjoy the Easement Tract for any

and all purposes which do not interfere with and prevent the use by Grantee of the easement as provided herein.

This Temporary Construction Easement may be signed in any number of multiple counterparts, which when taken together, constitute one agreement enforceable against all parties.

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed to be effective _____, 202_.

GRANTOR:

LYNN BROWN

JAN BROWN

STATE OF TEXAS §
 §
COUNTY OF _____§

This instrument was acknowledged before me on the _____ day of _____, 202_, by Lynn Brown, an individual.

Notary Public, State of Texas

Printed Name: _____
My Commission expires: _____

STATE OF TEXAS §
 §
COUNTY OF _____§

This instrument was acknowledged before me on the _____ day of _____, 202_, by Jan Brown, an individual.

Notary Public, State of Texas

Printed Name: _____
My Commission expires: _____

GRANTEE:

CLAYTON PROPERTIES GROUP, INC., a
Tennessee corporation doing business in Texas as
BROHN HOMES

By: _____
Adam B. Boenig, Vice President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned Notary Public in and for the State of Texas, on this day personally appeared Adam B. Boenig, Vice President of Clayton Properties Group, Inc., a Tennessee corporation doing business in Texas as Brohn Homes, on behalf of said corporation, in the capacity herein stated.

GIVE UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 202_.

Notary Public in and for the State of Texas

CONSENT AND SUBORDINATION BY LIENHOLDER

_____ ("Lienholder"), as the holder of lien(s) on the Easement Tract, consents to the above grant of an easement, including the terms and conditions of such grant, and Lienholder subordinates its lien(s) to the rights and interests of the easement, such that a foreclosure of the lien(s) shall not extinguish the rights and interests of the easement.

By: _____

Its: _____

Date: _____

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 202_ by _____, on behalf of _____.

(seal)

Notary Public, State of Texas
Printed Name: _____
My Commission expires: _____

EXHIBIT "A"

EASEMENT TRACT

EXHIBIT ____

Temporary Construction Easement
0.433 Acres

LEGAL DESCRIPTION

FIELD NOTES FOR A 0.433 ACRE (18,879 SQUARE FOOT) TRACT OF LAND OUT OF THE BD BASSFORD SURVEY, ABSTRACT NO. 84 AND THE ELZY HARRISON SURVEY, ABSTRACT NO. 379; BEING A PORTION OF A CALLED 6.739 ACRE TRACT AS CONVEYED TO H. LYNN BROWN AND JAN H. BROWN BY WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2009159936 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.433 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a calculated point on the northerly right-of-way line of Fitzhugh Road (variable width right-of-way), at the west corner of the called 5.472-acre tract as conveyed to Roger P. Kitowski and Nannette Hinchliffe by warranty deed recorded in Document Number 2000036531 of the Official Public Records of Travis County, Texas, at the southeast corner of the above described Brown 6.739-acre tract, for the southeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, with the northerly right-of-way line of said Fitzhugh Road, N 60°19'21" W a distance of 101.70 feet to a calculated point for corner;

THENCE, continuing with the northerly right-of-way line of said Fitzhugh Road, N 62°31'05" W a distance of 334.97 feet to a 1/2-inch iron pipe found at the common south corner of said Brown 6.739-acre tract and a called 71.10-acre tract of land as conveyed to Clayton Properties Group, Inc. by general warranty deed recorded in Document Number 2018073892 of the Official Public Records of Travis County, Texas, for the west corner of the herein described tract;

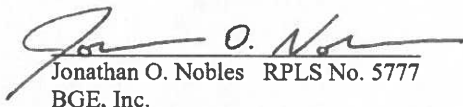
THENCE, leaving the northerly right-of-way line of said Fitzhugh Road, with the west line of said Brown 6.739-acre tract, N 41°51'19" E a distance of 46.42 feet to a calculated point on the east line of said Clayton Properties Group, Inc. 71.10-acre tract, for the northwest corner of the herein described tract, from which a 1/2-inch iron pipe found bears N 41°51'19" E, a distance of 852.04 feet;

THENCE, leaving said west line, over and across said Brown 6.739-acre tract, S 62°17'22" E a distance of 277.28 feet to a calculated point of curvature of a curve to the right;

THENCE, continuing over and across said Brown 6.739-acre tract, along said curve to the right, an arc distance of 148.65 feet, having a radius of 1,565.00 feet, a central angle of 5°26'32" and chord which bears S 59°34'06" E a distance of 148.60 feet to a calculated point on the line common to said Brown 6.739 acre-tract, and said Kitowski-Hinchliffe 5.472-acre tract, for the east corner of the herein described tract, from which a 1/2-inch iron pipe found at the northeast corner of said Brown 6.739-acre tract bears, N 28°20'06" E a distance of 877.51 feet;

THENCE, with said common line, S 28°20'06" W, a distance of 40.12 feet to the **POINT OF BEGINNING** and containing 0.433 acre (18,879 square feet) of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by BGE, Inc. under my supervision on October 27, 2021 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, Central Zone, NAD 83. A sketch accompanies this description.


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



1/31/2023

Date

Client: Brohn Homes
Date: October 3, 2022
Job No.: 8079-01
Revised: January 30, 2023

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

CLAYTON PROPERTIES GROUP, INC.
CALLED 71.10 AC. - TRACT 2
DOC. NO. 2018073892
O.P.R.T.C.

H. LYNN BROWN & JAN H. BROWN
CALLED 6.739 AC.
DOC. NO. 2009159936
O.P.R.T.C.

BD BASSFORD SURVEY,
ABSTRACT NO. 84

TEMPORARY
CONSTRUCTION EASEMENT
0.443 AC.
18,879 SQ. FT.

BEARING ORIENTATION IS
BASED ON THE TEXAS STATE
PLANE COORDINATE SYSTEM,
CENTRAL ZONE 4203, NAD83.



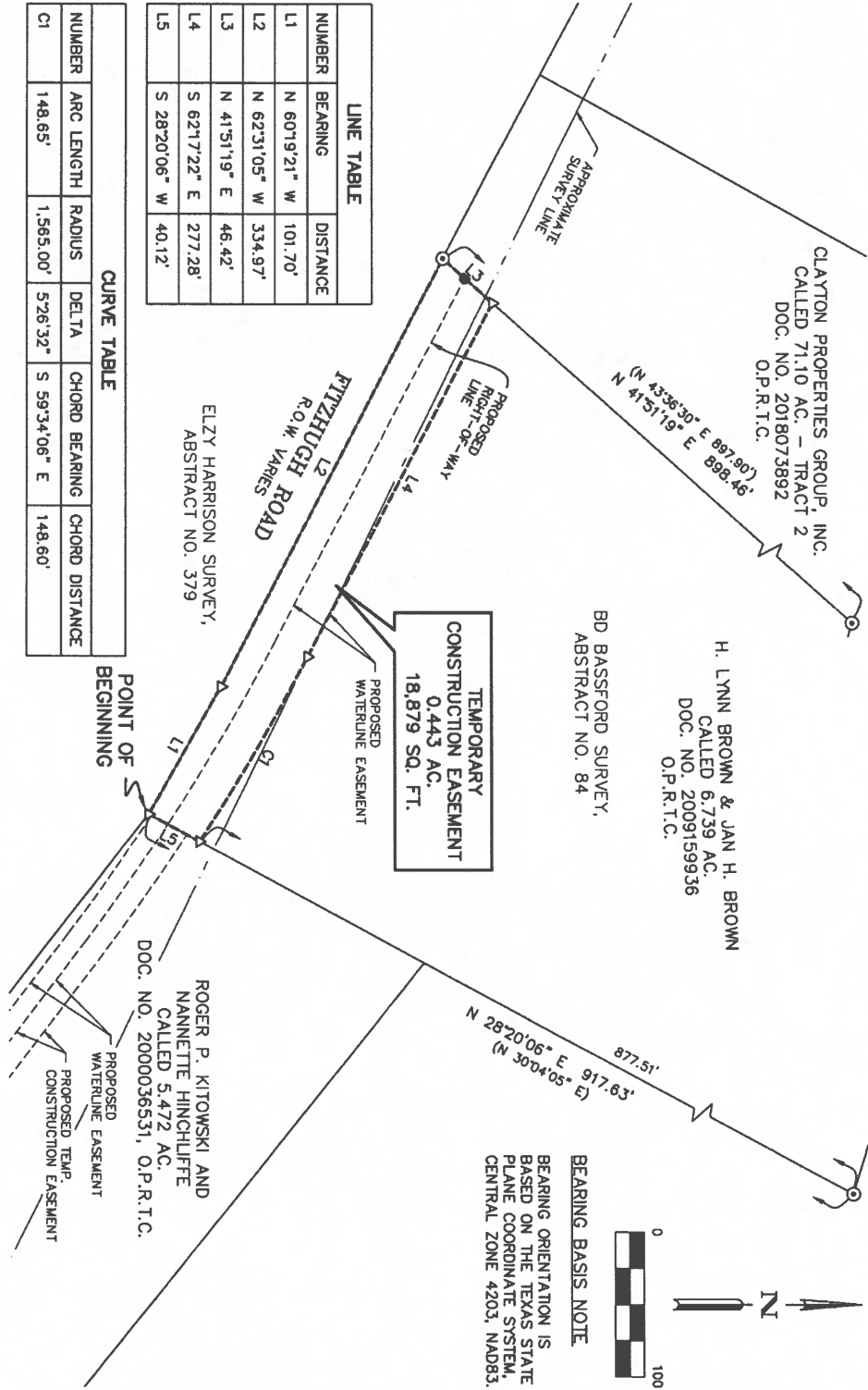
LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 60°19'21" W	101.70'
L2	N 62°31'05" W	334.97'
L3	N 41°51'19" E	46.42'
L4	S 62°17'22" E	277.28'
L5	S 28°20'06" W	40.12'

ELZY HARRISON SURVEY,
ABSTRACT NO. 379

CURVE TABLE				
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING
C1	148.65'	1,565.00'	5°26'32"	S 59°34'06" E
				148.60'

POINT OF
BEGINNING

ROGER P. KITOWSKI AND
NANNETTE HINCHLIFFE
CALLED 5.472 AC.
DOC. NO. 2000036531, O.P.R.T.C.



O.P.R.T.C. OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY
() RECORD INFORMATION DOC. NO. 2009159936
● FOUND 1/2" IRON ROD W/ "DOUCET" CAP
○ FOUND 1/2" IRON PIPE
△ CALCULATED POINT



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

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SCALE: 1"=100'
SHEET 3
OF 3