

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.

WATER LINES EASEMENT

Date: _____, 2026

Grantor: Hays Consolidated Independent School District,
a Texas consolidated independent school district

Grantor's Address: 21003 Interstate 35
Kyle, Hays County, Texas 78640

Grantee: **CITY OF AUSTIN, TEXAS**, a Texas home-rule municipal corporation situated in the counties of Hays, Travis, and Williamson

Grantee's Address: P.O. Box 1088
Austin, Travis County, Texas 78767-1088

Easement Tract: All that parcel of land situated in Travis County, Texas, described in the attached **Exhibit A**

Easement Duration: Perpetual

Easement Purpose: To access, install, construct, operate, use, maintain, repair, modify, upgrade, monitor, inspect, replace, make connections with, remove, and decommission the Facilities

Facilities: Raw, reclaimed, and potable water lines together with all associated appurtenances

Permitted Encumbrances: Any easements, liens, encumbrances, and other matters of record in the Real Property Records of the Texas county in which the Easement Tract is located as of the Date that are valid, existing, and affect the Easement Tract

Non-Permitted Activity: Installation, construction, operation, use, maintenance, repair, modification, upgrade, relocation or replacement of any structure, building, retaining wall, detention or water quality control, rainwater harvesting system, tree, or other similar improvement in the Easement Tract

Repairable Improvements: Irrigation systems which are installed perpendicular to the Facilities, asphalt or concrete walkways, driveways, parking areas, and access roads at grade level, and barbed-wire, chain-link, or wooden fences which are installed parallel to the Facilities that do not interfere in any material way or are not inconsistent with the rights granted Grantee under this Easement as determined by the Grantee in its sole discretion

Grantor, for **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which is acknowledged by Grantor, **GRANTS, SELLS, AND CONVEYS** to Grantee an easement in, over, under, on, and across the Easement Tract for the Easement Purpose as may be necessary or desirable, together with (i) the right of ingress and egress at all times over, on, and across the Easement Tract for use of the Easement Tract for the Easement Purpose, (ii) the right to eliminate any encroachments or obstructions in the Easement Tract that interfere in any material way or are inconsistent with the rights granted Grantee under this instrument as determined by Grantee in its sole discretion, and (iii) any and all rights and appurtenances pertaining to use of the Easement Tract (collectively, the "**Easement**").

TO HAVE AND TO HOLD the Easement to Grantee and Grantee's successors and assigns for the Easement Duration; provided, however, Grantor reserves the right to enter upon and use any portion of the Easement Tract, but in no event shall Grantor enter upon or use any portion of the Easement Tract for any Non-Permitted Activity or in any other manner that interferes in any material way or is inconsistent with the rights granted Grantee under this Easement as determined by Grantee in its sole discretion. Grantee shall be obligated to restore or replace to a good and functioning condition as determined by Grantee in its sole discretion only the Repairable Improvements which have been removed, relocated, altered, damaged, or destroyed as a result of Grantee's use of the Easement Tract.

Grantor binds Grantor and Grantor's heirs, successors, and assigns to **WARRANT AND FOREVER DEFEND** the title to the Easement, subject to the Permitted Encumbrances, to Grantee against every person whomsoever lawfully claiming or to claim the Easement Tract or any part of the Easement Tract. Grantor covenants that Grantor and Grantor's heirs, successors, and assigns shall not convey any other easement, license, or right to use the Easement Tract (or any portion thereof) for any Non-Permitted Activity or for any use that may interfere in any material way or may be inconsistent with the rights granted to Grantee under this Easement, as determined by Grantee in its sole discretion.

Except where the context otherwise requires, *Grantor* includes *Grantor's heirs, successors, and assigns* and *Grantee* includes *Grantee's employees, agents, consultants, contractors, successors, and assigns*; and where the context requires, singular nouns and pronouns include the plural.

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Executed effective the Date first above stated.

**HAYS CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT,
A TEXAS CONSOLIDATED INDEPENDENT SCHOOL
DISTRICT**

By: _____
Name: Byron Severance
Title: President of Hays Consolidated ISD
Board of Trustees

STATE OF TEXAS §
 §
COUNTY OF HAYS §

Before me, the undersigned notary, on this day personally appeared Byron Severance, President – Hays Consolidated ISD Board of Trustees, of Hays Consolidated Independent School District, a Texas consolidated independent school district, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person’s official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on _____, 2026.

[Seal]

Notary Public, State of Texas

APPROVED AS TO FORM:

CITY OF AUSTIN, TEXAS
AUSTIN CITY ATTORNEY’S OFFICE

REVIEWED:

CITY OF AUSTIN, TEXAS
AUSTIN WATER

By: _____
Name: _____
Title: Assistant City Attorney

By: _____
Name: _____
Title: _____



EXHIBIT "A-1"

15' wide 1.034 acre strip of land

Land Surveying & Mapping

FIELD NOTES-METES AND BOUNDS DESCRIPTION

BEING 1.034 ACRES OF LAND, MORE OR LESS, OUT OF THE WILLIAM PORTER SURVEY, ABSTRACT NO. 599, SITUATED IN THE CITY OF AUSTIN, LTD, TRAVIS COUNTY, TEXAS, SAID 1.034 ACRES BEING A PORTION OF THAT 93.206 ACRE TRACT CONVEYED TO HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BY SPECIAL WARRANTY DEED RECORDED AS DOCUMENT NO. 2014019980, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS (O.P.R.T.C.TX.), SAID 1.034 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a found iron rod with cap stamped "CBD SETSTONE", (F.I.R.C.CBD.S.), said point being accepted as a point in the Westerly Right of Way limits of South Turnersville Road, variable width, also being accepted as the Northeasterly corner of that 97.414 acre tract called Tract S – 2B conveyed to Sunfield Development LLC by Special Warranty Deed recorded as Document No. 2021000548, (O.P.R.T.C.TX.) and as the Southeasterly corner of said 93.206 acre tract;

THENCE, leaving the Westerly Right of Way limits of said South Turnersville Road, with the common Northerly limits of said Tract S-2B and the Southerly limits of said 93.206 acre tract, the following two (2) courses:

1. N 89° 59' 46" W, 372.61 feet to the calculated **TRUE POINT OF BEGINNING** and Southeasterly corner hereof;
2. N 89° 59' 46" W, 15.01 feet to the calculated Southwesterly corner hereof;

THENCE leaving the limits of said Tract S-2B, through the interior of said 93.206 acre tract, the following eight (8) courses:

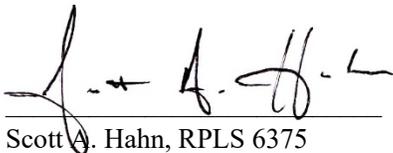
1. N 00° 00' 14" E, 86.32 feet to a calculated point;
2. N 45° 00' 00" E, 185.55 feet to a calculated point;
3. N 00° 00' 01" W, 260.66 feet to a calculated point;
4. N 45° 00' 00" W, 60.13 feet to a calculated point;
5. N 00° 27' 05" E, 249.90 feet to a calculated point;
6. N 00° 32' 55" W, 721.77 feet to a calculated point;
7. N 02° 32' 55" W, 1,197.92 feet to a calculated point, pass at 410.53 feet POINT "A", to be used for a separate waterline vault easement by separate instrument;
8. N 54° 11' 39" W, 232.71 feet to a calculated point of intersection in the common Southerly limits of that 347.787 acre tract called Tract S-2A conveyed to Sunfield Investments LLC by Correction Special Warranty Deed recorded as Document No. 2021032655, (O.P.R.T.C.TX.) and the Northerly limits of said 93.206 acre tract, for the Northwesterly corner hereof, said point being the beginning of a curve concave Northwesterly, having a radius of 1,862.50 feet;

THENCE with the common Southerly limits of said Tract S-2A and the Northerly limits of said 93.206 acre tract, the following two (2) courses:

1. Northeasterly with said curve to the left through an interior angle of 00° 21' 22" an arc length of 11.58 feet, to a (F.I.R.C.CBD.S.), said point being the beginning of a reverse curve concave Southeasterly, having a radius of 25.00 feet, having a chord bearing and distance of N 34° 27' 21" E, 11.58 feet to said point;
2. Northeasterly with said curve to the right through an interior angle of 07° 52' 04" an arc length of 3.43 feet, to a calculated point of intersection with a line being parallel with and 15.00 feet Easterly of the previously described lines, for the Northeasterly corner hereof, having a chord bearing and distance of N 38° 22' 29" E, 3.43 feet to said point;

THENCE leaving the Southerly limits of said Tract S-2A, through the interior of said 93.206 acre tract, with said parallel lines, the following eight (8) courses:

1. S 54° 11' 39" E, 240.09 feet to a calculated point;
2. S 02° 32' 55" E, 1,205.44 feet to a calculated point;
3. S 00° 32' 55" E, 722.16 feet to a calculated point;
4. S 00° 27' 05" W, 243.74 feet to a calculated point;
5. S 45° 00' 00" E, 60.06 feet to a calculated point;
6. S 00° 00' 01" E, 273.08 feet to a calculated point;
7. S 45° 00' 00" W, 185.55 feet to a calculated point;
8. S 00° 00' 00" E, 80.11 feet to the POINT OF BEGINNING hereof, containing a calculated area of 45,040.66 sq. ft., 1.034 acres of land. Said field notes being described in accordance with a survey made on the ground by me or under my direction, to be used with Exhibit A-2, Survey Sketch prepared by Spot on Surveying, Inc. attached hereto and made a part hereof. All bearings are based on NAD 83 Texas State Plane Coordinate System, Central Zone. All distances shown are surface or ground distances.

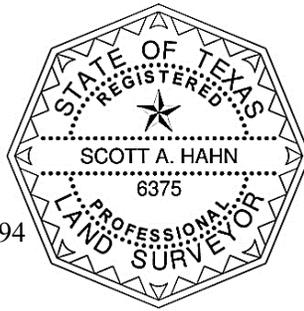


Scott A. Hahn, RPLS 6375

Spot On Surveying, INC. – TX Firm No.:10193894

614 Jerrys Ln., Buda TX. 78610

SOS J/N: 0013-24-004



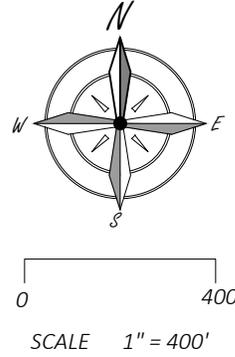
November 26, 2025

Date

EXHIBIT "A-2" SURVEY SKETCH

SUNFIELD INVESTMENTS LLC
TRACT S - 2A
347.787 ACRES
DOCUMENT NO. 2021032655
O.P.R.T.C.TX.

BEING 1.034 ACRES OUT OF THE WILLIAM PORTER SURVEY,
ABSTRACT NO. 599, IN THE CITY OF AUSTIN, LTD, TRAVIS COUNTY, TEXAS



LINETYPE LEGEND:

- BOUNDARY
- EASEMENT BOUNDARY
- RIGHT OF WAY
- ADJOINER

MONUMENT LEGEND / NOTES:

O.P.R.T.C.TX. = OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
P.O.C. = POINT OF COMMENCEMENT
T.P.O.B. = TRUE POINT OF BEGINNING

MONUMENT LEGEND / NOTES:

- = FOUND MONUMENT AS DESCRIBED.
- = FOUND 5/8" IRON ROD WITH CAP STAMPED "SPOT ON SURVEYING".
- ▲ = CALCULATED POINT.
- A FOUND IRON ROD WITH CAP STAMPED "CBD SETSTONE".
- B FOUND IRON ROD WITH CAP STAMPED "CBD 5785".
- C FOUND 60d NAIL.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS OF THIS SURVEY SHOWN HEREON, IS THE TEXAS COORDINATE SYSTEM NAD83, TEXAS SOUTH CENTRAL ZONE, UTILIZING STATIC OBSERVATIONS AND CORRECTIONS PERFORMED BY THE NGS-OPUS WEBSITE.

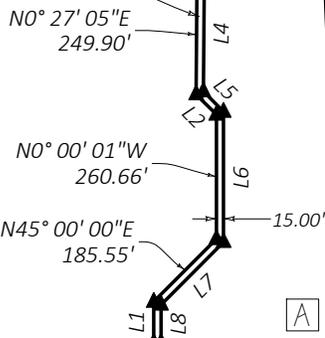
CURVE TABLE

C#	DELTA	RAD.	LENGTH	CHD BRG	CHD L.
C1	0°21'22"	1862.50'	11.58'	N34° 27' 21"E	11.58'
C2	7°52'04"	25.00'	3.43'	N38° 22' 29"E	3.43'

LINE TABLE

L #	BEARING	LENGTH
L1	N0°00'14"E	86.32'
L2	N45°00'00"W	60.13'
L3	N54°11'39"W	232.71'
L4	S0°27'05"W	243.74'
L5	S45°00'00"E	60.06'
L6	S0°00'01"E	273.08'
L7	S45°00'00"W	185.55'
L8	S0°00'00"E	80.11'

1.034 ACRES
45040.66 SQ. FT.

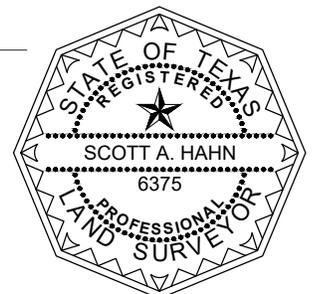


S. TURNERSVILLE RD.
(R.O.W. VARIES)

SURVEYOR'S CERTIFICATION:

I, SCOTT A. HAHN, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND BY ME OR UNDER MY DIRECTION AND IS DESCRIBED IN METES AND BOUNDS DESCRIPTION EXHIBIT "A-1", ATTACHED HERETO AND MADE A PART HEREOF, SAID PROPERTY BEING SUBJECT TO ANY AND ALL EASEMENTS, RESERVATION AND RESTRICTIONS THAT MAY BE OF RECORD. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN HEREON. THE MONUMENTS SHOWN HEREON WILL BE PLACED UNDER MY SUPERVISION UPON APPROVAL.

DATE 2025/11/26
SCOTT A. HAHN
REGISTERED PROFESSIONAL LAND SURVEYOR
REGISTRATION NO. 6375 - TBPLS FIRM NO.: 10193894
SPOT ON SURVEYING, INC.
614 JERRYS LANE
BUDA, TX. 78610



www.spotonsurveying.com

SOS J/N:0013-24-004

SUNFIELD INVESTMENTS LLC
TRACT S - 2B
97.414 ACRES
DOCUMENT NO. 2021000548
O.P.R.T.C.TX.

AFFIDAVIT OF NO LIENS
[ENTITY]

Date: March _____, 2026

Affiant: Byron Severance

Affiant Title: President – Hays Consolidated ISD Board of Trustees of Hays Consolidated Independent School District, a Texas consolidated independent school district

Owner: The person or entity in the Grant Document that is the holder of title to the Property.

Grant Document: The document to which this Affidavit of No Liens is attached and referred to.

Property: The property identified in the Grant Document that is the subject of the Grant Document.

Affiant on oath swears or affirms that the following statements are true and are within the personal knowledge of Affiant:

My name is set forth above as Affiant. In my capacity listed above as Affiant Title, I am authorized by the Owner to make this affidavit. I am above the age of eighteen years, have never been convicted of a felony or a crime of moral turpitude, am of sound mind and am fully qualified to make this affidavit. I have personal knowledge of the facts contained in this affidavit in my capacity with the Owner that holds title to the Property, I have recently reviewed the Owner's records of ownership concerning the Property, and on the basis of this personal knowledge, after diligent inquiry, as of the date of this affidavit, I attest that:

1. Owner holds title to the Property;
2. there is no lien not subordinated to the Grant Document held by any person, including any bank or similar financial institution, against the Property;
3. there is no lease not subordinated to the Grant Document entered into with any person with respect to the Property;
4. all labor, services, and materials (the "**Labor and Materials**") provided to the Property for improvements, fixtures, and furnishings, or otherwise, at the instance and request of Owner, have been paid in full and no liens with respect to the Labor and Materials have been filed or exist with respect to the Property;

5. there are no actions, proceedings, judgments, bankruptcies, liens not subordinated to the Grant Document, or executions filed or pending against the Owner that would affect the Property; and
6. the Owner is not a debtor in bankruptcy.

Executed effective the Date first above stated.

Hays Consolidated Independent School District,
a Texas consolidated independent school district

By: _____
Name: Byron Severance
Title: President of Hays Consolidated ISD
Board of Trustees

STATE OF TEXAS §
 §
COUNTY OF HAYS §

Before me, the undersigned notary, on this day personally appeared Byron Severance, President – Hays Consolidated ISD Board of Trustees, of Hays Consolidated Independent School District, a Texas consolidated independent school district, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person’s official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office _____, 2026.

[Seal]

Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:

City of Austin
Austin Development Services
P.O. Box 1088
Austin, Texas 78767

PROJECT INFORMATION:

Project Name: **Hays High School 4**
Project Case Manager: **Meg Greenfield**
Site Plan No.: **SP-2025-0067CX**