



MARBLE FALLS

Independent School District

Meeting Date:

Meeting Type:

How will you present this item to the Board?

Does this item require any documents to be signed by the Board?

LOVE & INSPIRE

Marble Falls ISD has an unyielding commitment to love every child and inspire them to achieve their fullest potential.

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 ACCESS EASEMENT

Date: June 18, 2026

Grantor: MARBLE FALLS INDEPENDENT SCHOOL DISTRICT

Grantor's Address: 1800 COLT CIRCLE
MARBLE FALLS, BURNET COUNTY, TEXAS 78654

Grantee: ROCKPILE CHURCH, INC.

Grantee's Address: 255 EAST FM-1431
MARBLE FALLS, BURNET COUNTY, TEXAS 78654

Easement Tract: All that parcel of land situated in Burnet 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, and remove the Facilities

Facilities: Vehicle, equipment, and worker-controlled road or access-way with all associated culverts, bridges, drainage, together with any and all 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, or fence which is installed other than parallel to the Facilities, or for detention or water

quality control, rainwater harvesting system, or other similar improvements in the Easement Tract

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

(The remainder of this page is intentionally blank)

Executed effective the Date first above stated.

MARBLE FALLS INDEPENDENT SCHOOL DISTRICT

By: _____
Name: Alex Payson
Title: Board President, MFISD

THE STATE OF TEXAS }
 }
COUNTY OF BURNET }

ACKNOWLEDGMENT

BEFORE ME, a Notary Public, on this day personally appeared **Alex Payson** known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his oath stated that she has been duly authorized by the Marble Falls Independent School District Board of Trustees to execute this easement and agreement, which was approved on _____ and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2026.

GRANTEE:

ROCKPILE CHURCH, INC. A TEXAS CORPORATION

Name:

Title: _____

THE STATE OF TEXAS }
 }
COUNTY OF BURNET }

ACKNOWLEDGMENT

BEFORE ME, a Notary Public, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his oath stated that he was authorized to execute such instrument; and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2026.

Notary Public, State of Texas

Return to Grantor's address:

Dr. Jeff Gasaway
Superintendent
Marble Falls ISD
1800 Colt Circle
Marble Falls, TX 78654

ALL STAR LAND SURVEYING
1640 HIGHLAND FALLS DR. STE. #1001, LEANDER, TEXAS 78641

512-337-7585
FIRM Registration #: 10050200

Page 1 of 2
(EXHIBIT "A")

ACCESS EASEMENT
FIELD NOTES DESCRIBING 484 SQUARE FEET OF LAND IN THE CITY OF MARBLE FALLS,
BURNET COUNTY, TEXAS.

BEING 484 SQUARE FEET (SQ.FT.) OF LAND IN THE CITY OF MARBLE FALLS, BURNET COUNTY, TEXAS, OVER AND ACROSS THAT CERTAIN TRACT OF LAND DESCRIBED AS 0.108 OF AN ACRE IN DEED TO MARBLE FALLS INDEPENDENT SCHOOL DISTRICT (M.F.I.S.D.), OF RECORD IN VOLUME 725, PAGE 694, REAL PROPERTY RECORDS OF BURNET COUNTY, TEXAS (R.P.R.B.C.T.), SAID 484 SQ.FT. OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½" iron rod found in the west right of way of Mustang Drive, a 100 foot wide right of way of record in Volume 476, Page 899, Deed Records of Burnet County, Texas (D.R.B.C.T.), for an angle point in the east line of Lot 1A, Rockpile Acres, a subdivision of record in Document No. 202203451, Official Public Records Burnet County, Texas (O.P.R.B.C.T.), same being the north corner of said M.F.I.S.D. tract;

THENCE with the west line of said Mustang Drive, same being the east line of said M.F.I.S.D. tract, the following two (2) courses and distances:

- 1.) With a curve to the left having a radius of 480.78 feet, an arc distance of 56.93 feet, and having a chord which bears S 01°55'27" W 56.90 feet (C1), and
- 2.) S 00°28'05" E 14.66 feet (L1), to the northeast corner and **POINT OF BEGINNING** hereof;

THENCE continuing with the west line of Mustang Drive and the east line of said M.F.I.S.D. tract, S 00°28'05" E 77.59 feet (L2), to the southwest corner hereof;

THENCE N 83°23'07" W, over and across said M.F.I.S.D. tract, 9.35 feet to point in the west line of said I.S.D. tract, same being the east line of said Lot 1A, for the southwest corner hereof, from which a ½" iron rod found for a point of curvature of a curve to the right, same being in the east line of said Lot 1A and the west line of said I.S.D. tract bears S 04°03'09" W 26.02 feet (L6);

THENCE N 04°03'09" E, with the east line of said Lot 1A, same being the west line of said M.F.I.S.D. tract, a distance of 76.73 feet to the northwest corner hereof;

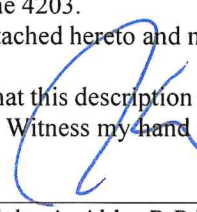
THENCE S 89°29'44" E 3.23 feet (L5), over and across said M.F.I.S.D. tract to the **POINT OF BEGINNING** hereof, and containing 484 Sq.Ft. of land, more or less, as surveyed by All Star Land Surveying, under the supervision of John A. Ables R.P.L.S. No. 6102.

Basis of Bearing for this tract is State Plane Coordinate System, Texas Central Zone 4203.

This description is to be used in conjunction with the accompanying survey plat attached hereto and made a part hereof.

I, John A. Ables, Registered Professional Land Surveyor #6102 do hereby certify that this description was prepared from an on the ground survey performed under my supervision on the 20th day of May, 2026. Witness my hand and seal this the 20th day of May, 2026.





John A. Ables R.P.L.S. #6102
All Star Land Surveying
1640 Highland Falls Dr. Ste. #1001
Leander, Texas 78641

A0510226-AE

SKETCH TO ACCOMPANY DESCRIPTION

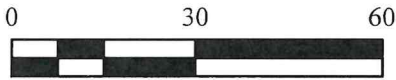
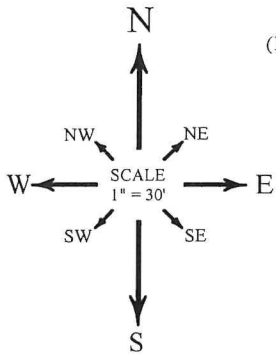
484 SQUARE FEET ACCESS EASEMENT DEDICATION

BEARING BASIS:
BEARINGS ARE GRID NORTH BASED ON
STATE PLANE COORDINATE SYSTEM
TEXAS CENTRAL ZONE (4203) NAD83

LEGEND

- 1/2" ROD FOUND
- CALCULATED POINT
- RECORD INFORMATION
- UTILITY POLE
- DOWN GUY
- OVERHEAD UTILITY LINE(S)
- P.O.B.
- P.O.C.

LOT 1A
ROCKPILE ACRES
(DOC. 202203451 O.P.R.B.C.T.)



LINE	BEARING	DISTANCE
L1	S 00°28'05" E	14.66'
L2	S 00°28'05" E	77.59'
L3	N 83°23'07" W	9.35'
L4	N 04°03'09" E	76.73'
L5	S 89°29'44" E	3.23'
L6	S 04°03'09" W	26.02'

P.O.C.

CURB

L5

L1

P.O.B.

GRAVEL APRON

L6

MARBLE FALLS ISD
0.108 ACRE
(VOL. 725, PG. 694 R.P.R.B.C.T.)

MUSTANG DRIVE
(100' R.O.W. PER VOL. 476, PG. 899 D.R.B.C.T.)

CURB

OH

CURB

OH

OH

OH

OH

OH

OH

TRACT 2
1.23 ACRES
FAKHRUDDIN HASTA &
FATIMA FAKHRI HASTA
1.224 ACRES
(DOC. 202501324 O.P.R.B.C.T.)

UTILITY ESMT
(DOC 201702068)

UTILITY ESMT
(DOC 201702068)

TRACT 1 - 1.66 ACRES
CALLED 2.158 ACRES
FAXHRUDDIN HASTA & FATIMA FAKHRI HASTA
(DOC 202501324 O.P.R.B.C.T.)
SAVE & EXCEPT 0.250 OF AN ACRE
(VOL. 585, PG. 281 R.P.R.B.C.T.)

SURVEY DATE: MAY 20, 2026
JOB NO.: A0510126
DRAWN BY: DAVID BAK 05/20/2026
RPLS CHECK: JOHN A. ABLES 05/20/2026

ALLSTAR
Land surveying

1640 HIGHLAND FALLS DR.
SUITE 1001
LEANDER, TEXAS 78641
(512) 337-7585 PHONE
TBPELS FIRM NO. 10050200

LEGAL DESCRIPTION

BEING 484 SQUARE FEET (SQ.FT.) OF LAND IN THE CITY OF MARBLE FALLS, BURNET COUNTY, TEXAS, OVER AND ACROSS THAT CERTAIN TRACT OF LAND DESCRIBED AS 0.108 OF AN ACRE IN DEED TO MARBLE FALLS INDEPENDENT SCHOOL DISTRICT (M.F.I.S.D.), OF RECORD IN VOLUME 725, PAGE 694, REAL PROPERTY RECORDS OF BURNET COUNTY, TEXAS (R.P.R.B.C.T.), SAID 484 SQ.FT. OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF.

CURVE	RADIUS	CHORD LENGTH	CHORD BEARING	ARC LENGTH
C1	480.78'	56.90'	S 01°55'27" W	56.93'

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.

UTILITY LINE EASEMENT AGREEMENT

Date: June 18, 2026

Grantor: **MARBLE FALLS
INDEPENDENT SCHOOL DISTRICT**

Grantor's Mailing Address: 1800 COLT CIRCLE
MARBLE FALLS, BURNET COUNTY, TEXAS 78654

Grantee: **ROCKPILE CHURCH, INC**

Grantee's Mailing Address: 255 EAST FM-1431
MARBLE FALLS, BURNET COUNTY, TEXAS 78654

Easement: The Easement being granted is a utility line (wastewater line), out of the Easement Tract located in the Grantor's Property described as: 79 SF out of 14,333 Square Feet (SF) over and across that tract land described as 0.108 of an acre in a deed to the Marble Falls Independent School District, Volume 725, Page 684, real property records of Burnet County, Texas, more or less, more particularly described by metes and bounds and by sketch attached hereto as **Exhibit A**, said exhibit being incorporated herein by reference for all purposes.

Easement Purpose: Together with the right of ingress and egress over and along said property, the easement and right-of-way, with its rights and privileges, shall be used only for the purpose of excavating, laying, constructing, placing, installing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, renewing, removing, inspecting, patrolling, changing, modifying, or repairing potable water lines and meters, including all necessary or desirable facilities, equipment, and appurtenances thereto, required to operate the water lines, and appurtenances; the easement includes the right to relocate within the Easement Property along the same general direction of said lines; the right to remove from said lands by standard industry practices employed in vegetation management, all trees, and parts thereof, any vegetation or obstructions which endanger or may interfere with the efficiency of said lines or appurtenances thereto and Grantor agrees that no building or structure of any kind will hereafter be erected or placed by Grantor, its successors and assigns, on said easement right-of-way herein granted, so long as this easement remains in effect; and the right of exercising all other rights hereby granted.

Grantee shall have no subsurface easement rights hereunder.

Consideration: The easement and the rights and privileges herein conveyed, are granted for and in consideration of the sum of Ten Dollars and No Cents (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged and confessed.

Reservations from and Exceptions to Conveyance and Warranty: Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not (including the Existing Easement); all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters arising from and existing by reason of any Burnet County water or utility district.

For Grantor and Grantor's successors and assigns forever, a reservation of all oil, gas and other minerals in and under and that may be produced from the Easement Property. Grantor waives and conveys to Grantee the right of ingress and egress to and from the surface of the Property relating to the portion of the mineral estate owned by Grantor and any and all rights to disturb the surface of the Property in any manner in connection with development, exploration and/or exploitation of the portion of the mineral estate owned by Grantor.

THE EASEMENT IS SOLD AND CONVEYED TO AND ACCEPTED BY GRANTEE IN ITS PRESENT CONDITION, AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, OTHER THAN THE LIMITED SPECIAL WARRANTY OF TITLE INCLUDED HEREIN, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT THE SALES PRICE REFLECTS SUCH CONDITION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT FOR THE LIMITED SPECIAL WARRANTY OF TITLE INCLUDED HEREIN, THE SALE OF THE PROPERTY IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION, AGREEMENT, STATEMENT OR EXPRESSION OF OPINION (OR LACK THEREOF) OF OR WITH RESPECT TO: (A) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE COMPLIANCE WITH ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (D) THE SOIL CONDITIONS, WATER, DRAINAGE, TOPOGRAPHICAL FEATURES OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (E) ANY CONDITIONS RELATING TO OR ARISING FROM ANY ARCHEOLOGICAL OR HISTORIC SITE, CEMETERY, BURIAL GROUND, ENDANGERED SPECIES HABITAT, OR OTHER SUCH CONDITION WHICH MAY AFFECT THE PROPERTY; (F) AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION OR COMPOSITION OF THE PROPERTY; (G) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (H) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; (I) ANY ENVIRONMENTAL, GEOLOGICAL, METEOROLOGICAL, STRUCTURAL OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY; AND (J) ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES BY GRANTOR WHATSOEVER. GRANTEE HAS MADE ITS OWN PHYSICAL INSPECTION OF THE PROPERTY AND HAS SATISFIED ITSELF AS TO THE CONDITION OF THE PROPERTY FOR GRANTEE'S INTENDED USE. GRANTOR MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES AS TO THE NATURE OR QUANTITY OF THE INTERESTS THEY OWN IN ANY OIL, GAS AND OTHER MINERALS.

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

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

1. *Character of Easement.* The Easement is for the benefit of Grantee and Grantee's heirs, successors, and permitted assigns (as applicable, the "**Holder**"). Subject to the terms of this Agreement, this Easement may be conveyed or assigned by plat dedication or instrument to any other governmental jurisdiction, and any utility providing service to the Grantee or Grantee's successors or assigns.
2. *Duration of Easement.* The duration of the Easement is perpetual.
3. *Reservation of Rights.* Holder's right to use the Easement Property (as shown in Exhibit A, attached hereto) is nonexclusive, and Grantor reserves for Grantor and Grantor's heirs, successors, and assigns all other rights, interests and uses of the Easement Property that are not materially inconsistent with Grantee's rights herein conveyed, and which do not materially interfere with or endanger the Easement Property. Without limitation to the generality of the foregoing, Grantor specifically retains, and may grant others, the right to use all or portions of the Easement Property for utility, drainage, landscaping, roadway or pedestrian purposes, and constructing improvements related to such uses within the Easement Property.
4. *Improvement and Maintenance of Easement Property.* Holder agrees that its use of the Easement Property and its operations shall at all times comply with all legal requirements, laws and regulations. Grantee agrees to construct its electric line in a good and workmanlike manner and agrees to maintain and operate the electric line, and the Easement granted herein in a prudent manner with due care for the uses of the property by Grantor. Holder shall bear all costs and expenses resulting from Holder's damage to any of Grantor's improvements caused by Holder's use of the Easement Property, including any portion of the Property utilized by Holder for ingress and egress. Holder shall be solely responsible for all costs associated with the replacement of the improvements. If the Easement Property is damaged by Holder, Holder must promptly restore the property to its previous physical condition if changed by use of the rights granted by this easement.
5. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective successors and permitted assigns.
6. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.
7. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

8. *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

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

10. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language. It is agreed that this grant covers all the agreements between the parties and that no representation or statements, verbal or written, have been made modifying, adding to, or changing the terms of this agreement and easement.

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

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

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

Should one or more of the Grantor(s) herein be a legal entity other than a natural person, it shall be conclusively presumed that the person signing on behalf of such party has been duly and legally authorized to so sign.

Grantor warrants that Grantor is the owner of said property and has the right to execute this easement. TO HAVE AND TO HOLD the above-described Easement and rights unto Grantee and its successors and assigns, until said easement and rights shall be relinquished. Grantor does not warrant as to any other possessory interests.

GRANTOR:

MARBLE FALLS INDEPENDENT SCHOOL
DISTRICT

Name: Alex Payson
Title: Board President, MFISD

THE STATE OF TEXAS }
 }
COUNTY OF BURNET } ACKNOWLEDGMENT

BEFORE ME, a Notary Public, on this day personally appeared **Alex Payson** known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his oath stated that she has been duly authorized by the Marble Falls Independent School District Board of Trustees to execute this easement and agreement, which was approved on _____ and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2026.

Notary Public, State of Texas

GRANTEE:

ROCKPILE CHURCH, INC. A TEXAS CORPORATION

Name:

Title:

THE STATE OF TEXAS }
 }
COUNTY OF BURNET }

ACKNOWLEDGMENT

BEFORE ME, a Notary Public, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his oath stated that he was authorized to execute such instrument; and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2026.

Notary Public, State of Texas

Return to Grantor's address:

Dr. Jeff Gasaway
Superintendent
Marble Falls ISD
1800 Colt Circle
Marble Falls, TX 78654

EXHIBIT A DESCRIPTION OF EASEMENT
--

ALL STAR LAND SURVEYING
1640 HIGHLAND FALLS DR. STE. #1001, LEANDER, TEXAS 78641
512-337-7585
FIRM Registration #: 10050200

Page 1 of 3

(EXHIBIT "A")

20' PUBLIC WASTEWATER EASEMENT

**FIELD NOTES DESCRIBING 13,433 SQUARE FEET OF LAND IN THE CITY OF MARBLE FALLS,
BURNET COUNTY, TEXAS.**

BEING 13,433 SQUARE FEET (SQ.FT.) OF LAND IN THE CITY OF MARBLE FALLS, BURNET COUNTY, TEXAS, OVER AND ACROSS LOT 1A, ROCKPILE ACRES, A SUBDIVISION OF RECORD IN DOCUMENT NO. 202203451, OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS (O.P.R.B.C.T.), AND OVER AND ACROSS THAT CERTAIN TRACT OF LAND DESCRIBED AS 0.108 OF AN ACRE IN DEED TO MARBLE FALLS INDEPENDENT SCHOOL DISTRICT (M.F.I.S.D.), OF RECORD IN VOLUME 725, PAGE 694, REAL PROPERTY RECORDS BURNET COUNTY, TEXAS (R.P.R.B.C.T.), SAID 13,433 SQ.FT. OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½" iron rod found in the west right of way of Mustang Drive, a 100 foot wide right of way of record in Volume 476, Page 899, Deed Records of Burnet County, Texas (D.R.B.C.T.), for an angle point in the east line of said Lot 1A, same being the north corner of said M.F.I.S.D. tract, of record in Volume 725, Page 694, Real Property Records of Burnet County, Texas (R.P.R.B.C.T.);

THENCE with the west line of said Mustang Drive, same being the east line of said M.F.I.S.D. tract, the following two (2) courses and distances:

- 1.) With a curve to the left having a radius of 480.78 feet, an arc distance of 56.93 feet, and having a chord which bears S 01°55'27" W 56.90 feet (C1), and
- 2.) S 00°28'05" E 14.66 feet (L1), to the northeast corner and **POINT OF BEGINNING** hereof;

THENCE continuing with the west line of Mustang Drive and the east line of said M.F.I.S.D. tract, S 00°28'05" E 19.83 feet (L2), to the southwest corner hereof;

THENCE N 89°39'28" W, over and across said M.F.I.S.D. tract, at 4.80 feet pass the west line of said I.S.D. tract, same being the east line of said Lot 1A, from which a ½" iron rod found for a point of curvature of a curve to the right, same being in the east line of said Lot 1A and the west line of said I.S.D. tract bears S 04°03'09" W 82.86 feet, and continuing over and across said Lot 1A, for a total distance of 31.72 feet to an angle point in the south line hereof;

THENCE continuing over and across said Lot 1A, S 80°13'48" W 641.26 feet to a point in the east line of that certain tract of land described as 8.209 acres in deed to Wildflower village Commercial, L.P., of record in Volume 1029, Page 83, O.P.R.B.C.T., same being the west line of said Lot 1A, for the southwest corner hereof, from which the southwest corner of said Lot 1A bears S 27°51'30" W 248.80 feet;

THENCE with the east line of said Wildflower Village tract, same being the west line of said Lot 1A, N 27°51'30" E 25.23 feet, to the northwest corner hereof;

ALL STAR LAND SURVEYING
1640 HIGHLAND FALLS DR. STE. #1001, LEANDER, TEXAS 78641
512-337-7585
FIRM Registration #: 10050200

Page 2 of 3

(EXHIBIT "A")

20' PUBLIC WASTEWATER EASEMENT

**FIELD NOTES DESCRIBING 13,433 SQUARE FEET OF LAND IN THE CITY OF MARBLE FALLS,
BURNET COUNTY, TEXAS.**

THENCE over and across said Lot 1A, the following two (2) courses and distances:

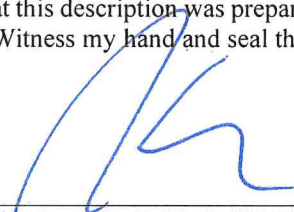
- 1.) N 80°11'50" E 625.34 feet to an angle point in the north line hereof, and
- 2.) S 89°29'44" E, at 32.29 feet pass the east line of said Lot 1A, same being the west line of said M.F.I.S.D. tract, and continuing over and across said I.S.D. tract, for a total distance of 35.52 feet (L5) to the **POINT OF BEGINNING** hereof, and containing 13,433 Sq.Ft. of land, more or less, as surveyed by All Star Land Surveying, under the supervision of John A. Ables R.P.L.S. No. 6102.

Basis of Bearing for this tract is State Plane Coordinate System, Texas Central Zone 4203. All 1/2" iron rods set have a cap inscribed "ALLSTAR" unless otherwise noted.

This description is to be used in conjunction with the accompanying survey plat attached hereto and made a part hereof.

I, John A. Ables, Registered Professional Land Surveyor #6102 do hereby certify that this description was prepared from an on the ground survey performed under my supervision on the 20th day of May, 2026. Witness my hand and seal this the 20th day of May, 2026.





John A. Ables R.P.L.S. #6102
All Star Land Surveying
1640 Highland Falls Dr. Ste. #1001
Leander, Texas 78641

SKETCH TO ACCOMPANY DESCRIPTION

13,433 SQUARE FEET (20') PUBLIC WASTEWATER EASEMENT DEDICATION

LEGEND

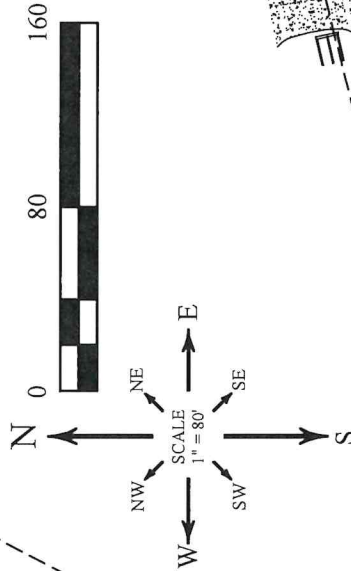
- 1/2" ROD FOUND
- CALCULATED POINT
- RECORD INFORMATION

LOT 52
MUSTANG RIDGE ESTATES
(DOC. 201702636 O.P.R.B.C.T.)

LOT 1A
ROCKPILE ACRES
(DOC. 202203451 O.P.R.B.C.T.)

BEARING BASIS:
BEARINGS ARE GRID NORTH BASED ON
STATE PLANE COORDINATE SYSTEM
TEXAS CENTRAL ZONE (4203) NAD83

WILDFLOWER VILLAGE COMMERCIAL, L.P.
(VOL. 1029, PG. 83 O.P.R.B.C.T.)
8.209 ACRES
S 27°51'30" W 248.80'



N 80°11'50" E 625.34'
S 80°13'48" W 641.26'

13,433 SQUARE FEET
20' PUBLIC WASTEWATER EASEMENT
(HEREBY DEDICATED)
CONSISTING OF 13,354 SQ. FT. OUT OF LOT 1A
& 79 SQ. FT. OUT OF MARBLE FALLS I.S.D. TRACT

MARBLE FALLS ISD
0.108 ACRE
(VOL. 725, PG. 694 R.P.R.B.C.T.)

LOT 1A
ROCKPILE ACRES
(DOC. 202203451 O.P.R.B.C.T.)

FM 1431
(VARIABLE WIDTH R.O.W. PER VOL. 585, PG. 308 D.R.B.C.T.)

EDGE OF ROAD

CONCRETE
APRON

EDGE OF ROAD

CONCRETE DRAIN

CONCRETE
MEDIAN

MUSTANG DRIVE
(100' R.O.W. PER VOL. 476, PG. 899 D.R.B.C.T.)

LEGAL DESCRIPTION

BEING 13,433 SQUARE FEET (SQ. FT.) OF LAND IN THE CITY OF MARBLE FALLS, BURNET COUNTY, TEXAS, OVER AND ACROSS LOT 1A, ROCKPILE ACRES, A SUBDIVISION OF RECORD IN DOCUMENT NO. 202203451, OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS (O.P.R.B.C.T.), SAID 13,433 SQ. FT. OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

LINE	BEARING	DISTANCE
L1	S 00°28'05" E	14.66'
L2	S 00°28'05" E	19.83'
L3	N 89°39'28" W	31.72'
L4	N 27°51'30" E	25.23'
L5	S 89°29'44" E	35.52'

CURVE	RADIUS	CHORD LENGTH	CHORD BEARING	ARC LENGTH
C1	480.78'	56.90'	S 01°55'27" W	56.93'

ALLSTAR
Land surveying

1640 HIGHLAND FALLS DR.
SUITE 1001
LEANDER, TEXAS 78641
(512) 337-7585 PHONE
TBPPLS FIRM NO. 10050200

SURVEY DATE: MAY 20, 2026

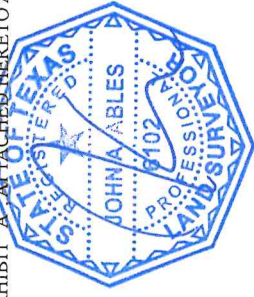
JOB NO.: A0510226

DRAWN BY: DAVID BAK

RPLS CHECK: JOHN A. ABLES

DATE: 05/20/2026

DATE: 05/20/2026



7/24/2026