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 MUNICIPAL UTILITY EASEMENT

THE STATE OF TEXAS)
) KNOW ALL MEN BY THESE PRESENTS
)
COUNTY OF BURNET)

That the Marble Falls Independent School District whose address is 1800 Colt Circle, Marble Falls, Burnet County, Texas 78654, hereinafter collectively referred to as "Grantor" whether one or more, and in consideration of ten dollars ($10.00) and other good and valuable consideration to Grantor, the receipt and sufficiency of which is hereby acknowledged from the **CITY OF MARBLE FALLS, TEXAS** whose address is 800 Third Street, Marble Falls, Texas 78654, hereinafter referred to as "Grantee", the receipt and sufficiency of which is hereby acknowledged and confessed, has this day Granted and Conveyed, and by these presents, does hereby Grant and Convey unto Grantee, its successors and assigns:

An exclusive ("exclusive only as to the installation and operation of the specific Facilities [as defined below] actually installed within the Easement Area), permanent municipal utility easement and right of way ("Utility Easement") upon and across the Easement Property (as that term is hereafter defined). This right of way, easement, rights and privileges herein granted shall be used to: (a) upgrade, place, construct, reconstruct, install and perpetually maintain, repair and operate Municipal Facilities which are below-ground water mains, pipelines, sanitary sewer mains, storm sewer mains, and such appurtenant below-ground facilities as may be necessary for the purpose of sewage collection, drainage, treatment, disposal, emptying, and water distribution together with the right to make connections and such other construction and improvements incidental to the construction, maintenance, operation and repair of such lines and (b) together with the right to use roads, driveways and access ways, and the right of ingress and egress at all times across the Easement Property (as that term is hereafter defined) including, but not limited to, the right to remove and construct or reconstruct any fencing for Grantee's use or access of the easement granted herein, including the right to install posts, wiring, fencing and/or a gate and/or access panels in a newly constructed or existing fence for reasonable access to and use of the Easement Property. Municipal Facilities means below-ground potable water pipeline(s) for municipal distribution and non-potable irrigation supply, together with valves, fittings, and manholes necessary for operation; excluding lift stations, odor control units, electrical cabinets, and any above-grade appurtenances exceeding 24 inches in height, unless separately approved in writing by Grantor. Grantee's rights do not include

unrelated construction or staging, and do not authorize surface storage of materials or equipment except during active work a defined in the Temporary Construction Easement. As used herein "Easement Property" shall mean in, upon and across the following described land, to wit:

> Being a 20-foot wide 0.991-acre easement across a called 35.00 acre tract of land described in a document to Marble Falls Independent School District, recorded in volume 273, page 770, deed records of Burnet County, Texas, said easement being more particularly described by metes and bounds and by diagram in in **EXHIBIT "A-1"** attached hereto and by this reference made a part hereof for all purposes, to which reference is hereby made for a particular description of said property.

This Utility Easement is subject to the following covenants and agreements agreed upon by Grantor and Grantee:

1. Upon completion of any of Grantee's activities, as described herein, which disturbs the surface of the Utility Easement, Grantee will fill all trenches, repair adjoining embankments, remove all construction debris and restore the surface of the Utility Easement to its condition prior to commencement of such construction, maintenance or repair. The foregoing notwithstanding, Grantee, with prior authorization from Grantor, may cut, trim or remove trees, shrubbery and other vegetation which exist on or encroach upon the Utility Easement. Grantor may determine if any restoration is required and such restoration shall be done within thirty (30) days from the request. with no restoration being required, except as provided herein. Grantee is responsible for all damages to Grantor's property, utilities, irrigation systems, pavements, athletic fields, and improvements arising from Grantee's activities, and shall promptly repair or reimburse such damages at Grantor's election.

2. Without the express written consent of the Grantee, Grantor shall place no permanent improvements within any portion of the Utility Easement or Easement Property if inconsistent with the Grantee's use of the Utility Easement, such as, but not necessarily limited to, houses, barns, sheds, septic fields, stock tanks, or paved parking lots.

3. Grantor reserves the right to use the Easement Property for all purposes that do not unreasonably interfere with or prevent Grantee's use of the Easement Property as provided herein. Specifically, and without limiting the generality of the foregoing, Grantor has the right to pass back and forth across the Utility Easement on foot or in vehicles; to cultivate or landscape same; to raise crops or gardens thereon; to fence and graze cattle and livestock thereon; to place, dedicate, construct, operate, repair, replace and maintain roadways, driveways, utility lines, drainage, landscaping and signage on, in, under, over and across the Easement Property, provided that such improvements must be installed in accordance with applicable law, and any roadways, driveways, or utility lines constructed to intersect the Utility Easement may not intersect the Utility Easement at an angle less than 45 degrees to Grantee's water lines and/or wastewater lines. Grantor will not obstruct, endanger, or interfere with Grantee's line and said lines shall always be left with proper cover and sufficient and permanent support. Notwithstanding the 45-degree requirement, Grantor's irrigation laterals and low-voltage control lines may cross the Easement

Area at such angles as are safe and code-compliant, as reasonably approved by Grantee, not to be unreasonably withheld. Grantee shall conduct all activities to avoid material interference with Grantor's educational operations. Prior to construction or non-routine maintenance, Grantee shall submit a site-specific safety and traffic-control plan acceptable to Grantor.

4. The parties shall reasonably cooperate so as to locate drainage facilities so that such facilities do not damage, interfere with, or hinder the placement, construction, maintenance, operation, repair, or replacement of the facilities under this Utility Easement.
5. This Utility Easement is granted and accepted subject to any and all easements, covenants, rights-of-way, conditions, restrictions, encumbrances, mineral reservations and royalty reservations, if any, relating to the Easement Property to the extent and only to the extent that same may still be in force and effect, and either shown of record in the Office of the County Clerk of Burnet County, or apparent on the ground. If Grantee's Facilities conflict with existing Grantor utilities, improvements, or recorded encumbrances, Grantee shall, at its cost, adjust alignment or relocate its Facilities to resolve the conflict.

6. Grantee shall have the rights of ingress and egress at all times upon and across the Easement Property for the above stated uses. Grantee will provide forty-eight (48) hours' prior notice of entry, except for bona fide Emergencies, after which notice shall be given as soon as practicable.

7. **Access to District Property.** Notwithstanding any other provision of this Easement Agreement, Grantee acknowledges that the Easement Area is located on or adjacent to property owned and operated by Grantor, an independent school district, and that the safety and security of students, employees, and visitors are of paramount importance. Accordingly, Grantee's use of and access to the Easement Area shall be subject to the following conditions:

   (a) Coordination of Access. Grantee shall coordinate with Grantor prior to entering the Easement Area for any scheduled maintenance, inspection, construction, repair, or other non-emergency activity. Grantee shall provide reasonable advance notice to Grantor and shall comply with reasonable access procedures established by Grantor.

   (b) Restrictions During School Operations. To the extent reasonably practicable, Grantee shall schedule activities requiring access to the Easement Area during non-instructional hours or at times when students are not present in the immediate vicinity. Grantor reserves the right to reasonably restrict, delay, or temporarily suspend non-emergency access to the Easement Area when students are present or when such access may interfere with instructional activities, student transportation, school events, or the safe operation of District facilities.

   (c) Compliance with Safety and Security Requirements. Grantee, including its employees, agents, contractors, and subcontractors, shall comply with all applicable laws and reasonable District safety and security policies communicated to Grantee, including requirements relating to visitor identification, check-in procedures, designated access routes, vehicle operation, and restrictions on

interactions with students. Grantee shall ensure that its activities do not create an unreasonable risk to students, employees, or other persons on District property.

(d) Protection of School Operations. Grantee shall exercise its easement rights in a manner that minimizes disruption to District operations and shall not obstruct school entrances, exits, emergency access routes, student drop-off or pick-up areas, or other areas necessary for the safe operation of District facilities without Grantor's prior written authorization.

(e) Emergency Access. In the event of an emergency requiring immediate access to the Easement Area to prevent injury to persons, material damage to property, or interruption of essential services, Grantee may enter without prior approval, provided that Grantee notifies Grantor as soon as reasonably practicable and takes all reasonable precautions to protect students, employees, and District property.

(f) Reservation of District Authority. Nothing in this Easement Agreement shall be construed to limit Grantor's authority to implement reasonable safety and security measures necessary to protect students, employees, and District facilities. Such measures shall be exercised in good faith and shall not unreasonably interfere with Grantee's lawful exercise of the easement rights expressly granted herein.

8. The covenants and terms of this Utility Easement are covenants running with the land, and inure to the benefit of, and are binding upon, Grantor, Grantee, and their respective heirs, executors, administrators, legal representatives, successors and assigns.

9. Except in Emergencies, Grantee shall provide at least ten (10) business days' prior written notice of any entry for non-routine maintenance or construction and shall coordinate timing to avoid student drop-off/pick-up and testing schedules identified by Grantor.

10. No intrusive work or open excavations shall occur within the Easement Area on instructional days between 7:00–9:00 a.m. and 2:30–4:30 p.m., absent Grantor's written consent.

11. Grantee may not assign this Easement, in whole or part, or license third-party occupancy, without Grantor's prior written consent, not to be unreasonably withheld; provided consent is not required for assignment to a successor municipal entity assuming all obligations.

12. To the fullest extent permitted by law, Grantee shall defend, indemnify, and hold harmless Grantor and its trustees, employees, and agents from and against all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to Grantee's or its contractors' use of the Easement Area, except to the extent caused by Grantor's negligence or willful misconduct.

13. Grantee shall maintain insurance according to its practices for this type of construction and project.

14. Grantee shall not generate, release, or dispose of Hazardous Materials on, under, or about the Easement Area. Any spill or release shall be immediately reported to

Grantor and all authorities and remediated at Grantee's sole cost to applicable regulatory standards. 'Hazardous Materials' means any substance regulated under applicable environmental laws.

The easement, rights, and privileges granted herein are exclusive, and Grantor covenants that Grantor will not convey any other easement or conflicting rights on the Utility Easement area without the express written consent of the Grantee which will not be unreasonably withheld.

Grantor warrants and shall forever defend this Utility Easement to Grantee against anyone asserting a claim to the Utility Easement or any part thereof.

TO HAVE AND TO HOLD the above-described easements, together with the right of ingress and egress at all times upon and across the Utility Easement and Easement Property, together with all singular the rights and appurtenances thereto in anywise belonging unto **GRANTEE**, and **GRANTEE's** successors and assigns forever; and does hereby bind himself, his heirs, successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the easements unto **GRANTEE**, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same, or any thereof, subject to the exceptions set forth above.

When the context requires, singular nouns and pronouns include the plural.

IN WITNESS HEREOF, Grantor has caused this instrument to be executed on _____ 2026.

GRANTOR:
Marble Falls Independent School District
By: _____
Name: _____
Title: _____

GRANTOR:

THE STATE OF TEXAS

COUNTY OF BURNET

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, President of the Board of Trustees for **Grantor**, the Marble Falls Independent School District, herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

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

_____

Notary Public – State of Texas

(SEAL)

AGREED TO BY GRANTEE: City of Marble Falls, Texas

By: _____

John Packer, Mayor

ATTEST:

By: _____

Christina McDonald, City Secretary

AFTER RECORDING RETURN TO:

City of Marble Falls
800 Third St.
Marble Falls, Texas 78654

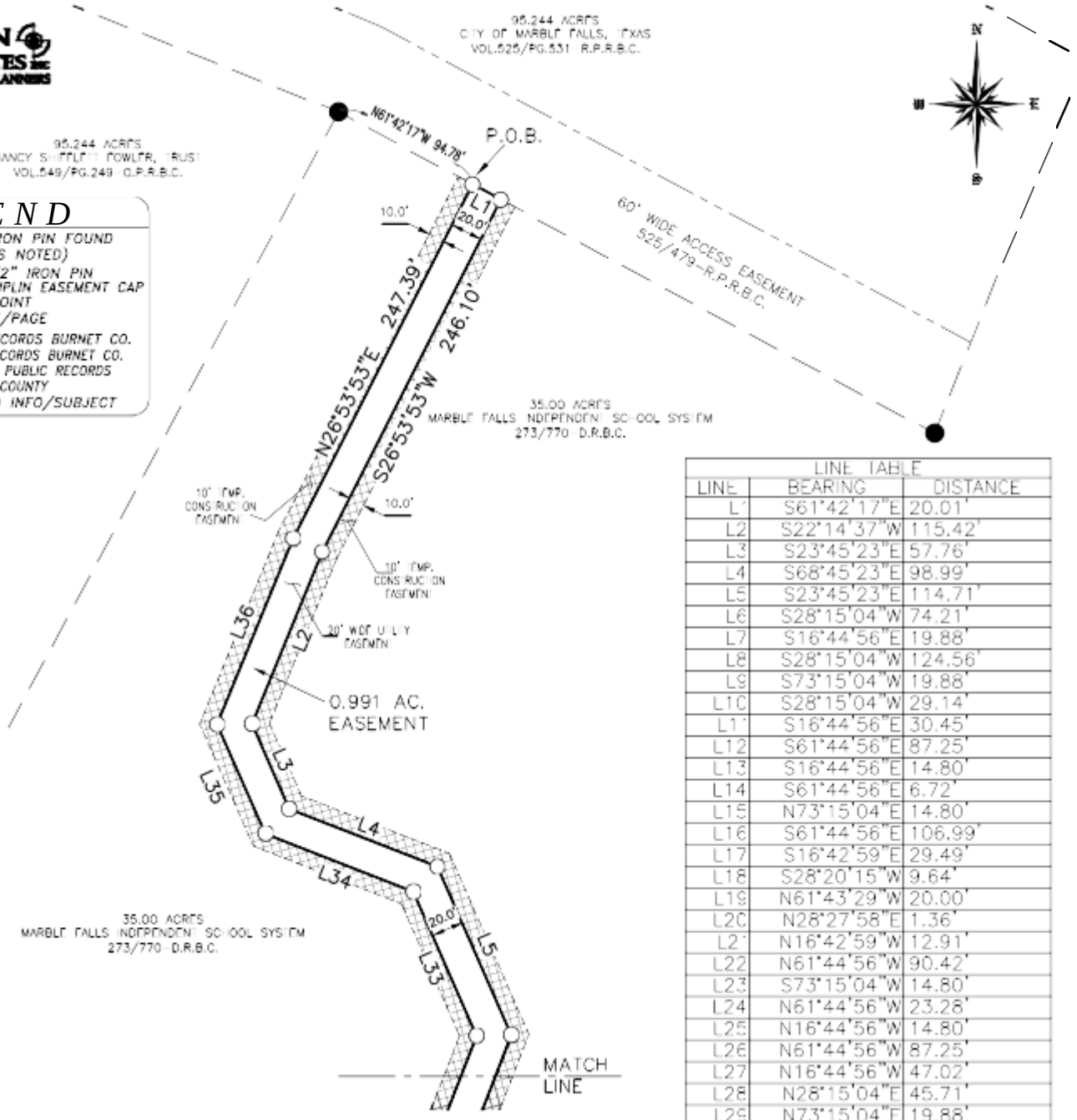
Incorporated Exhibits to Easement:

Exhibit “A-1”- Property Description & Exhibit of a 0.991-acre 20-foot-wide Easement Tract

EXHIBIT "A-1"

Property Description & Exhibit of a
0.991 Acre 20-foot-wide Easement Tract

CUPLIN ASSOCIATES inc
LAND SURVEYORS & PLANNERS



LEGEND

- ● 1/2" IRON PIN FOUND (UNLESS NOTED)
- ○ SET 1/2" IRON PIN WITH CUPLIN EASEMENT CAP
- △ CALC POINT
- .../... VOLUME/PAGE
- P.R.B.C. PLAT RECORDS BURNET CO.
- D.R.B.C. DEED RECORDS BURNET CO.
- O.P.R.B.C. OFFICIAL PUBLIC RECORDS BURNET COUNTY
- ( ) RECORD INFO/SUBJECT

LINE TABLE

LINE	BEARING	DISTANCE
L1	S61°42'17"E	20.01'
L2	S22°14'37"W	115.42'
L3	S23°45'23"E	57.76'
L4	S68°45'23"E	98.99'
L5	S23°45'23"E	114.71'
L6	S28°15'04"W	74.21'
L7	S16°44'56"E	19.88'
L8	S28°15'04"W	124.56'
L9	S73°15'04"W	19.88'
L10	S28°15'04"W	29.14'
L11	S16°44'56"E	30.45'
L12	S61°44'56"E	87.25'
L13	S16°44'56"E	14.80'
L14	S61°44'56"E	6.72'
L15	N73°15'04"E	14.80'
L16	S61°44'56"E	106.99'
L17	S16°42'59"E	29.49'
L18	S28°20'15"W	9.64'
L19	N61°43'29"W	20.00'
L20	N28°27'58"E	1.36'
L21	N16°42'59"W	12.91'
L22	N61°44'56"W	90.42'
L23	S73°15'04"W	14.80'
L24	N61°44'56"W	23.28'
L25	N16°44'56"W	14.80'
L26	N61°44'56"W	87.25'
L27	N16°44'56"W	47.02'
L28	N28°15'04"E	45.71'
L29	N73°15'04"E	19.88'
L30	N28°15'04"E	107.99'
L31	N16°44'56"W	19.88'
L32	N28°15'04"E	82.14'
L33	N23°45'23"W	98.15'
L34	N68°45'23"W	98.99'
L35	N23°45'23"W	74.53'
L36	N22°14'37"E	124.73'

NOTES:
1) BASIS OF BEARINGS ARE TO THE NORTH AMERICAN DATUM OF 1983, TEXAS COORDINATE SYSTEM, CENTRAL ZONE.

PUBLICUTILITYEASEMENTEXHIBIT

LEGAL DESCRIPTION: BEING A 20' WIDE 0.991 OF AN ACRE EASEMENT ACROSS A CALLED 35.00 ACRE TRACT OF LAND DESCRIBED IN DOCUMENT TO MARBLE FALLS INDEPENDENT SCHOOL SYSTEM, RECORDED IN VOLUME 273, PAGE 770, DEED RECORDS OF BURNET COUNTY, TEXAS, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS OF EVEN DATE TO ACCOMPANY THIS SURVEY.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND MAY HAVE ADDITIONAL ENCUMBRANCES, SURVEYOR NOT RESPONSIBLE FOR ANY ENCUMBRANCES THAT A TITLE COMMITMENT MAY DISCLOSE.

SHEET 2 OF 6

PROJ NO. 24766
PREPARED FOR: CITY OF MARBLE FALLS
TECH: KCL
APPROVED: K.C. LUST

FILE PATH: PROJECTS 2024\24766\DWG\24766 Easements KCL 5-19-26.dwg
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1500OLLIELANE
MARBLEFALLS,TX.78654
PH.325-388-3300/830-693-8815
WWW.CUPLINASSOCIATES.COM

SCALE 1" = 100'
0 50 100

DATE	NO.	DESCRIPTION
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	1	

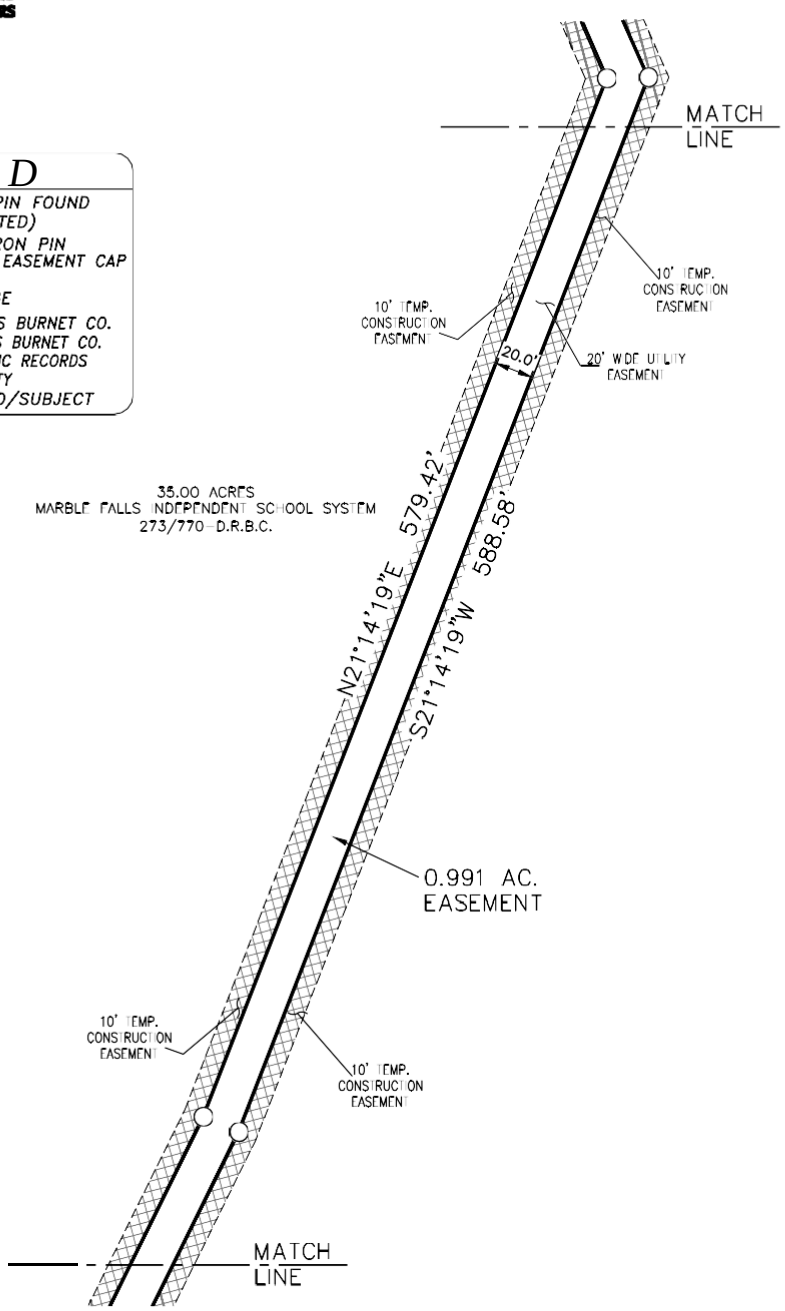
REVISIONS

CUPLIN & ASSOCIATES INC
LAND SURVEYORS & PLANNERS



LEGEND

●	1/2" IRON PIN FOUND (UNLESS NOTED)
○	SET 1/2" IRON PIN WITH CUPLIN EASEMENT CAP
△	CALC POINT
.../...	VOLUME/PAGE
P.R.B.C.	PLAT RECORDS BURNET CO.
D.R.B.C.	DEED RECORDS BURNET CO.
O.P.R.B.C.	OFFICIAL PUBLIC RECORDS BURNET COUNTY
( )	RECORD INFO/SUBJECT



NOTES:
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2) LINE TABLE ON SHEET 2

PUBLICUTILITYEASEMENTEXHIBIT

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SHEET 3 OF 6

PROJ NO. 24766
PREPARED FOR: CITY OF MARBLE FALLS
TECH: KCL
APPROVED: K.C. LUST

FILE PATH: PROJECTS 2024\24766\DWG\24766 Easements KCL 5-19-26.dwg

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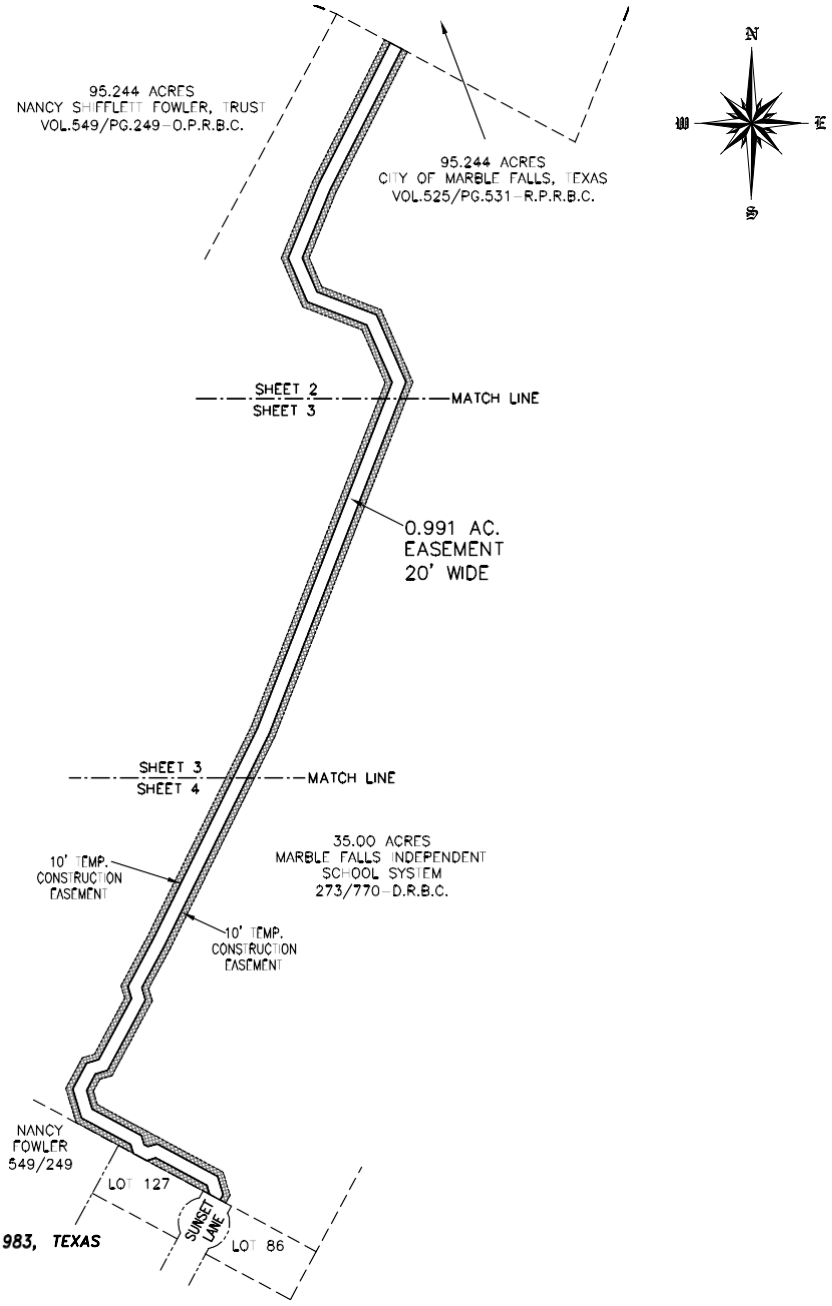
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PH.325-388-3300/830-693-8815
WWW.CUPLINASSOCIATES.COM

SCALE 1" = 100'
0 50 100

	NO.	DESCRIPTION
	2	
	1	
DATE	NO.	DESCRIPTION

REVISIONS

CUPLIN & ASSOCIATES inc
LAND SURVEYORS & PLANNERS



LEGEND

●	1/2" IRON PIN FOUND (UNLESS NOTED)
○	SET 1/2" IRON PIN WITH CUPLIN EASEMENT CAP
△	CALC POINT
.../...	VOLUME/PAGE
P.R.B.C.	PLAT RECORDS BURNET CO.
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O.P.R.B.C.	OFFICIAL PUBLIC RECORDS BURNET COUNTY
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I HEREBY CERTIFY EXCLUSIVELY TO THE CITY OF MARBLE FALLS, TEXAS THAT THIS SURVEY WAS PERFORMED ON THE GROUND AND WAS SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION. CUPLIN & ASSOCIATES, INC. ACCEPTS NO RESPONSIBILITY FOR THE USE OF THIS SURVEY BY ANYONE OTHER THAN THE ABOVE REFERENCED PARTIES HEREBY CERTIFIED TO FOR THIS SPECIFIC TRANSACTION ONLY. COPYRIGHT 2026, CUPLIN & ASSOCIATES, INC. ©.

STATE OF TEXAS
REGISTERED
K.C. LUST
5273
PROFESSIONAL
LAND SURVEYOR

DATED 5/20/2026

K.C. LUST, R.P.L.S. NO. 5273

SHEET 1 OF 6

PROJ NO. 24766
PREPARED FOR: CITY OF MARBLE FALLS
TECH: KCL
APPROVED: K.C. LUST

FILE PATH: PROJECTS 2024\24766\DWG\24766 Easements KCL 5-19-26.dwg
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SCALE 1" = 300'
0 150 300

NO.	DESCRIPTION	DATE
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1		

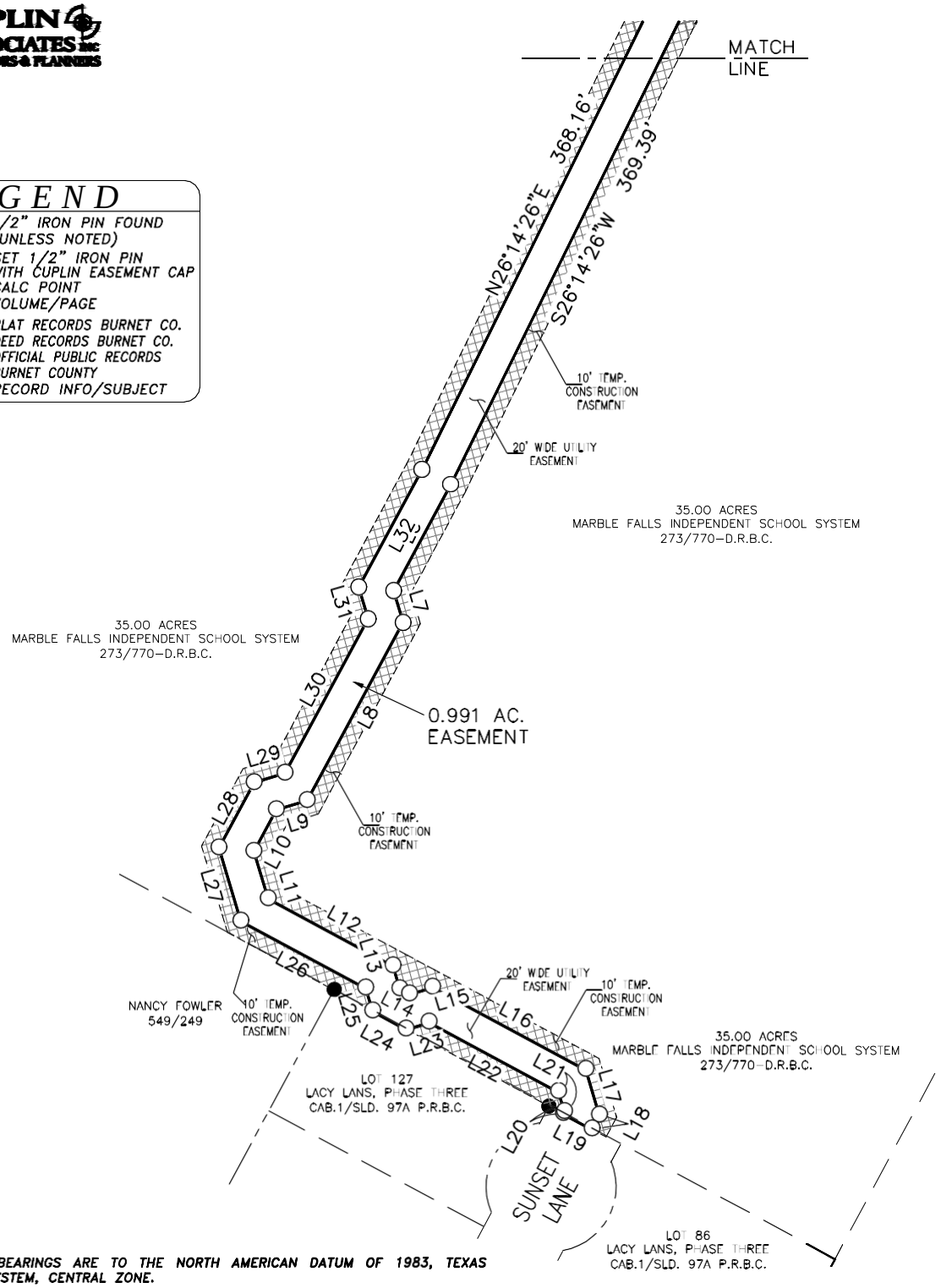
REVISIONS

CUPLIN & ASSOCIATES INC
LAND SURVEYORS & PLANNERS



LEGEND

●	1/2" IRON PIN FOUND (UNLESS NOTED)
○	SET 1/2" IRON PIN WITH CUPLIN EASEMENT CAP
△	CALC POINT
.../...	VOLUME/PAGE
P.R.B.C.	PLAT RECORDS BURNET CO.
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2) LINE TABLE ON SHEET 2

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SHEET 4 OF 6

PROJ NO. 24766
PREPARED FOR: CITY OF MARBLE FALLS
TECH: KCL
APPROVED: K.C. LUST

FILE PATH: PROJECTS 2024\24766\DWG\24766 Easements KCL 5-19-26.dwg

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WWW.CUPLINASSOCIATES.COM

SCALE 1" = 100'
0 50 100

	2	
	1	
DATE	NO.	DESCRIPTION

REVISIONS

Prepared For: City of Marble Falls
Project No. 24766
Date: 05/20/2026

BEING A 20' WIDE 0.991 OF AN ACRE EASEMENT ACROSS A CALLED 35.00 ACRE TRACT OF LAND DESCRIBED IN DOCUMENT TO MARBLE FALLS INDEPENDENT SCHOOL SYSTEM, RECORDED IN VOLUME 273, PAGE 770, DEED RECORDS OF BURNET COUNTY, TEXAS, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at 1/2" iron pin set with Cuplin 'Easement' cap sat along the south line of a called 95.244 acre tract described in document to the City of Marble Falls, recorded in Volume 525, Page 531, Real Property Records of Burnet County, Texas, at the northwest corner hereof, WHENCE a 1/2" iron pin found at the northwest corner of said Marble Falls Independent School District bears North 61°42'17" West, a distance of 94.78';

THENCE over and across said Marble Falls ISD Tract, the following courses and distances:

1) South 61°42'17" East, a distance of 20.01' to a 1/2" iron pin set with Cuplin 'Easement' cap;
2) South 26°53'53" West, a distance of 246.10' to a 1/2" iron pin set with Cuplin 'Easement' cap;
3) South 22°14'37" West, a distance of 115.42' to a 1/2" iron pin set with Cuplin 'Easement' cap;
4) South 23°45'23" East, a distance of 57.76' to a 1/2" iron pin set with Cuplin 'Easement' cap;
5) South 68°45'23" East, a distance of 98.99' to a 1/2" iron pin set with Cuplin 'Easement' cap;
6) South 23°45'23" East, a distance of 114.71' to a 1/2" iron pin set with Cuplin 'Easement' cap;
7) South 21°14'19" West, a distance of 588.58' to a 1/2" iron pin set with Cuplin 'Easement' cap;
8) South 26°14'26" West, a distance of 369.39' to a 1/2" iron pin set with Cuplin 'Easement' cap;
9) South 28°15'04" West, a distance of 74.21' to a 1/2" iron pin set with Cuplin 'Easement' cap;
10) South 16°44'56" East, a distance of 19.88' to a 1/2" iron pin set with Cuplin 'Easement' cap;
11) South 28°15'04" West, a distance of 124.56' to a 1/2" iron pin set with Cuplin 'Easement' cap;
12) South 73°15'04" West, a distance of 19.88' to a 1/2" iron pin set with Cuplin 'Easement' cap;
13) South 28°15'04" West, a distance of 29.14' to a 1/2" iron pin set with Cuplin 'Easement' cap;
14) South 16°44'56" East, a distance of 30.45' to a 1/2" iron pin set with Cuplin 'Easement' cap;
15) South 61°44'56" East, a distance of 87.25' to a 1/2" iron pin set with Cuplin 'Easement' cap;
16) South 16°44'56" East, a distance of 14.80' to a 1/2" iron pin set with Cuplin 'Easement' cap;
17) South 61°44'56" East, a distance of 6.72' to a 1/2" iron pin set with Cuplin 'Easement' cap;
18) North 73°15'04" East, a distance of 14.80' to a 1/2" iron pin set with Cuplin 'Easement' cap;
19) South 61°44'56" East, a distance of 106.99' to a 1/2" iron pin set with Cuplin 'Easement' cap;
20) South 16°42'59" East, a distance of 29.49' to a 1/2" iron pin set with Cuplin 'Easement' cap;
21) South 28°20'15" West, a distance of 9.64' to a 1/2" iron pin set with Cuplin 'Easement' cap along the south line of said Marble Falls ISD tract, along the north right-of-way line of Sunset Lane, at the southeast corner hereof;

THENCE, North 61°43'29" West, along the south line of said Marble Falls ISD tract, and the north right-of-way line of said Sunset Lane, a distance of 20.00' to a 1/2" iron pin set with Cuplin 'Easement' cap;

THENCE over and across said Marble Falls ISD tract the following courses and distances:

1) North 28°27'58" East, a distance of 1.36' to a 1/2" iron pin set with Cuplin 'Easement' cap;
2) North 16°42'59" West, a distance of 12.91' to a 1/2" iron pin set with Cuplin 'Easement' cap;
3) North 61°44'56" West, a distance of 90.42' to a 1/2" iron pin set with Cuplin 'Easement' cap;
4) South 73°15'04" West, a distance of 14.80' to a 1/2" iron pin set with Cuplin 'Easement' cap along the north line of Lot 127, Lacy Lans, Phase Three, a subdivision in Marble Falls, recorded in Cabinet 1, Slide 97A, Plat Records of Burnet County, Texas;

THENCE North 61°44'56" West, along the north line of said Lot 127, and a south line hereof, a distance of 23.28' to a 1/2" iron pin set with Cuplin 'Easement' cap;

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THENCE over and across said Marble Falls ISD tract the following courses and distances:

1) North 16°44'56" West, a distance of 14.80' to a 1/2" iron pin set with Cuplin 'Easement' cap;
2) North 61°44'56" West, a distance of 87.25' to a 1/2" iron pin set with Cuplin 'Easement' cap;
3) North 16°44'56" West, a distance of 47.02' to a 1/2" iron pin set with Cuplin 'Easement' cap;
4) North 28°15'04" East, a distance of 45.71' to a 1/2" iron pin set with Cuplin 'Easement' cap;
5) North 73°15'04" East, a distance of 19.88' to a 1/2" iron pin set with Cuplin 'Easement' cap;
6) North 28°15'04" East, a distance of 107.99' to a 1/2" iron pin set with Cuplin 'Easement' cap;
7) North 16°44'56" West, a distance of 19.88' to a 1/2" iron pin set with Cuplin 'Easement' cap;
8) North 28°15'04" East, a distance of 82.14' to a 1/2" iron pin set with Cuplin 'Easement' cap;
9) North 26°14'26" East, a distance of 368.16' to a 1/2" iron pin set with Cuplin 'Easement' cap;
10) North 21°14'19" East, a distance of 579.42' to a 1/2" iron pin set with Cuplin 'Easement' cap;
11) North 23°45'23" West, a distance of 98.15' to a 1/2" iron pin set with Cuplin 'Easement' cap;
12) North 68°45'23" West, a distance of 98.99' to a 1/2" iron pin set with Cuplin 'Easement' cap;
13) North 23°45'23" West, a distance of 74.53' to a 1/2" iron pin set with Cuplin 'Easement' cap;
14) North 22°14'37" East, a distance of 124.73' to a 1/2" iron pin set with Cuplin 'Easement' cap;
15) North 26°53'53" East, a distance of 247.39' to the **POINT OF BEGINNING**, containing 0.991 acres, more or less, said easement also subject to the temporary construction easement as shown on plat of even date to accompany this legal description.

I HEREBY CERTIFY TO THE CITY OF MARBLE FALLS THAT THIS SURVEY WAS PERFORMED ON THE GROUND AND WAS SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION. CUPLIN & ASSOCIATES, INC. ACCEPTS NO RESPONSIBILITY FOR THE USE OF THIS SURVEY BY ANYONE OTHER THAN THE ABOVE REFERENCED PARTIES HEREBY CERTIFIED TO FOR THIS SPECIFIC TRANSACTION ONLY. COPYRIGHT 2026, CUPLIN & ASSOCIATES, INC. ©. BASIS OF BEARINGS ARE TO THE NORTH AMERICAN DATUM OF 1983, TEXAS COORDINATE SYSTEM, CENTRAL ZONE, A PLAT OF SURVEY OF EVEN DATE WAS PREPARED AND IS INTENDED TO ACCOMPANY THE ABOVE DESCRIBED TRACT OF LAND.

Dated: 05/20/2026

K.C. LUST
Registered Professional Land Surveyor No. 5273

