

EASEMENT PURCHASE AGREEMENT
Pflugerville Independent School District (SELLER)

This Purchase Agreement (this "Agreement") is made and entered into by and between the **CITY OF PFLUGERVILLE, TEXAS**, a Texas municipal corporation ("Buyer"), and **PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT** ("Seller"), hereafter collectively referred to as the "Parties", upon the premises and for the purposes set out herein, and is effective as stated in this Agreement.

INTRODUCTION

A. Seller is the current owner thereof of a 23.672 acre tract referenced as Tract II in that certain Warranty Deed recorded as Volume 11863, Page 2347, Real Property Records, Travis County, Texas.

B. Buyer requires acquisition of a portion of this tract for a water line easement as part of the Pfennig Lane and Pflugerville Parkway Transmission Main Upgrades and Extension Project more particularly described in **Exhibit "A"**.

C. Seller is willing to convey and Buyer to purchase the easement for the appraised value of \$28,000.00.

NOW, THEREFORE, in exchange for the mutual promises provided herein, the Parties agree as follows:

I.

Purchase and Sale Agreement. For the Purchase Price, Seller agrees to sell and convey an Easement to Buyer, and Buyer agrees to buy and pay Seller for an Easement as described in **Exhibit "A"** for the placement, construction, installation, replacement, repair, maintenance, relocation, removal, and operation of a water line, public utility facilities, and related appurtenances, or making connections thereto. The promises by Buyer and Seller stated in this contract are the consideration for the formation of this contract. The obligation of the Buyer contained in this agreement are conditional on City Council of Pflugerville's approval and acceptance of the Easement. In the event the City Council does not approve the acceptance of the Easement, Buyer shall pay Seller \$100.00, as consideration for Seller's agreement to the condition on closing and shall return to Seller all original documents, unfiled with the County, at Buyer's expense.

II.

The Purchase Price. Twenty-Eight Thousand and no/100 (\$28,000.00) to be paid at closing.

III.

The Property. A 15 foot wide Easement over, across, under and through a 23.672 acre tract located in Travis County, Texas, referenced as Tract II in that certain Warranty Deed recorded as Volume 11863, Page 2347 in the Real Property Records of Travis County, Texas, and as more particularly described in **Exhibit "A"**, attached hereto and incorporated by reference for all purposes.

IV.

Easement Instrument. The Instrument of Conveyance shall be in substantial conformance with the form and substance as **Exhibit "B"**, attached hereto and incorporated by reference for all purposes.

V.

Miscellaneous.

A. *Closing Date.* The parties shall close on this transaction within 10 days of City Council's approval and acceptance of the Easement.

B. *Notice.* Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the party to be notified and with all charges prepaid; (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement; or (iv) by facsimile with confirming copy sent by one of the other described methods of notice set forth. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective only when received. For purposes of notice, the addresses of the parties will, until changed as provided below, be as follows:

Buyer: City of Pflugerville
100 East Main Street
Pflugerville, Texas 78660
Attn: Brandon Wade, City Manager

Seller: Pflugerville Independent School District
1401 W. Pecan
Pflugerville, TX 78660

C. *Severability; Waiver.* If any provision of this agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is similar in terms to the illegal, invalid, or enforceable provision as is possible. Each of the rights and obligations of the parties hereto are separate covenants. Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not be deemed a waiver of such provision or any other provision, and such party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

D. *Applicable Law and Venue.* The interpretation, performance, enforcement, and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Travis County, Texas.

- E. Entire Agreement.* With the exception of the permits and approvals to be issued in connection with this Agreement, this Agreement contains the entire agreement of the Parties and there are no other agreements or promises, oral or written between the Parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the Parties. This Agreement supersedes all other agreements between the Parties concerning the subject matter hereof.
- F. Exhibits and Counterparts.* All exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The section headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the sections. The Parties acknowledge that each of them have been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. If there is any conflict or inconsistency between the provisions of this Agreement and otherwise applicable City ordinances, the terms of this Agreement will control. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts bear the signatures of all the parties.
- G. Representations and Warranties by Seller.* Seller warrants, represents, covenants, and agrees that he is has fee simple absolute title to the Property described in **Exhibit "A"**, that said Property is free of any liens or other encumbrances that would prevent this sale, and that Seller meets all requirements to contract with the City of Pflugerville as provided by Chapter 38 of the City's Code of Ordinances.
- H. Eligibility Certification.* Seller certifies that the individual or business entity named in the Agreement is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certification is inaccurate.
- I. Payment of Debt or Delinquency to the State or Political Subdivision of the State.* Pursuant to Chapter 38, City of Pflugerville Code of Ordinances, Seller agrees that any payments owing to Seller under the Agreement may be applied directly toward any debt or delinquency that Seller owes the City of Pflugerville, State of Texas or any political subdivision of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
- J. Texas Family Code Child Support Certification.* Seller certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.

SELLER:

Pflugerville Independent School District

Elva Gladney

Name

President, Board of Trustees

Title

May 7, 2015

Date

BUYER:

City of Pflugerville, Texas
a Texas home-rule municipality

Brandon Wade, City Manager

Date

ATTEST:

Karen Thompson, City Secretary

EXHIBIT A

Description of Easement

EXHIBIT **"A"**

PROPERTY DESCRIPTION

DESCRIPTION OF A 0.574 ACRE (24,984 SQUARE FOOT), TRACT OF LAND SITUATED IN THE E. BEEBE SURVEY NO. 5, ABSTRACT NO. 53, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 23.7232 ACRE, TRACT II, CONVEYED TO PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT BY INSTRUMENT RECORDED IN VOLUME 11863, PAGE 2347 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS AND SHOWN AS THAT CALLED LOT 1, BLOCK "D", A 23.6724 ACRE PFLUGERVILLE I.S.D. TRACT AS PER PARKCREST FINAL PLAT, A SUBDIVISION OF RECORD IN VOLUME 92, PAGE 272 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, SAID 0.574 ACRE (24,984 SQUARE FOOT) TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the calculated southwesterly corner of the herein described 0.574 acre easement tract in the northerly right-of-way line of Pfennig Lane (70' width right-of-way), same being the southwesterly corner of said Lot 1, Block "D", also being the southeasterly corner of that called 1.75 acre tract conveyed to City of Pflugerville by instrument recorded in Document No. 2007209804 of the Official Public Records of Travis County, Texas, from which an iron rod found with plastic surveyors cap stamped "Chapparel" found in the common southerly boundary line of said 1.75 acre tract and the northerly right-of-way line of Pfennig Lane, for a point of curvature bears along a curve to the right having a delta angle of 02°29'14", a radius of 640.00 feet, an arc distance of 27.78 feet and a chord which bears N 85°13'44" W at a distance of 27.78 feet, a calculated point of tangency and N 83°54'20" W at a distance of 44.38 feet;

- 1) **THENCE**, with the common westerly boundary line of said Lot 1, Block "D" and the easterly boundary line of said 1.75 acre tract, **N 27°18'18" E** for a distance of **310.13** feet to a calculated angle point, same being the southwesterly corner of a 15 foot (0.41 acre) Public Utility and Access Easement Agreement conveyed to The City of Pflugerville, Texas by instrument recorded in Document No. 2003285701 of the Official Public Records of Travis County, Texas;

THENCE, departing said common boundary line, through the interior of said Lot 1, Block "D", with the southerly and a portion of the easterly line of said 15 foot easement, the following three (3) courses:

- 2) **N 85°51'00" E** for a distance of **17.58** feet to a calculated angle point;
- 3) **N 27°18'18" E** for a distance of **1305.20** feet to a calculated angle point;
- 4) **N 17°45'00" W**, for a distance of **20.90** feet, to a calculated angle point in said westerly boundary line of Lot 1, Block "D", same being the easterly boundary line of a called 11.22 acre tract conveyed to The Most Reverend Gregory M. Aymond, Bishop of the Diocese of Austin and His Successors in Office by instrument recorded in Document No. 2005110394 of the Official Public Records of Travis County, Texas, and from which an iron rod found with plastic surveyors cap stamped "CCC-4835" found for the southeasterly corner of said 11.22 acre tract, same being the northeasterly corner of Kuempel Tract Phase 3 – Section Five, a subdivision of record in Document No. 200200318 of the Official Public Records of Travis County, Texas, bears **S 27°22'46" W** at a distance of 161.74 feet;
- 5) **THENCE**, with the common westerly boundary line of said Lot 1, Block "D" and the easterly boundary line of said 11.22 acre tract, **N 27°22'46" E** for a distance of **21.17** feet to the calculated most northerly corner of the herein described tract, and from which a 1/2" iron rod found for the northwesterly corner of said Lot 1, Block "D", same being the southwesterly corner of St. Elizabeth's Catholic Church, a subdivision of record in Volume 97, Page 111 of the Plat Records of Travis County, Texas, also being in said easterly boundary line of the 11.22 acre tract, bears **N 27°22'46" E** at a distance of 1.38 feet;

THENCE, departing said common boundary line, through the interior of said Lot 1, Block "D", the following four (4) courses:

- 6) **S 17°45'00" E** for a distance of **42.05** feet to a calculated angle point;
- 7) **S 27°18'18" W** for a distance of **1318.51** feet to a calculated angle point;

EXHIBIT "A"

0.574 AC.
Pflugerville I.S.D. Easement

Page 2 of 3
March 12, 2014

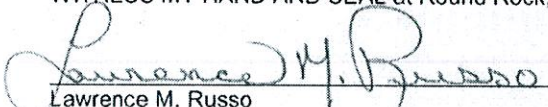
- 8) **S 72°18'18" W** for a distance of **21.21** feet to a calculated angle point;
- 9) **S 27°18'18" W** for a distance of **290.29** feet to the southeasterly corner of the herein described tract in the curving northerly right-of-way line of said Pfennig Lane, same being the southerly boundary line of said Lot 1, Block "D";
- 10) **THENCE**, with the common southerly boundary line of said Lot 1, Block "D" and said northerly right-of-way line of Pfennig Lane, along a curve to the right, having a delta angle of **01°28'45"**, a radius of **640.00** feet, an arc distance of **16.52** feet and a chord which bears **N 87°28'18" W** at a distance of **16.52** feet to the **POINT OF BEGINNING**, containing 0.574 acres (24,984 square feet) of land, more or less;

All bearings cited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

This property description is accompanied by a separate exhibit.

That I, Lawrence M. Russo, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

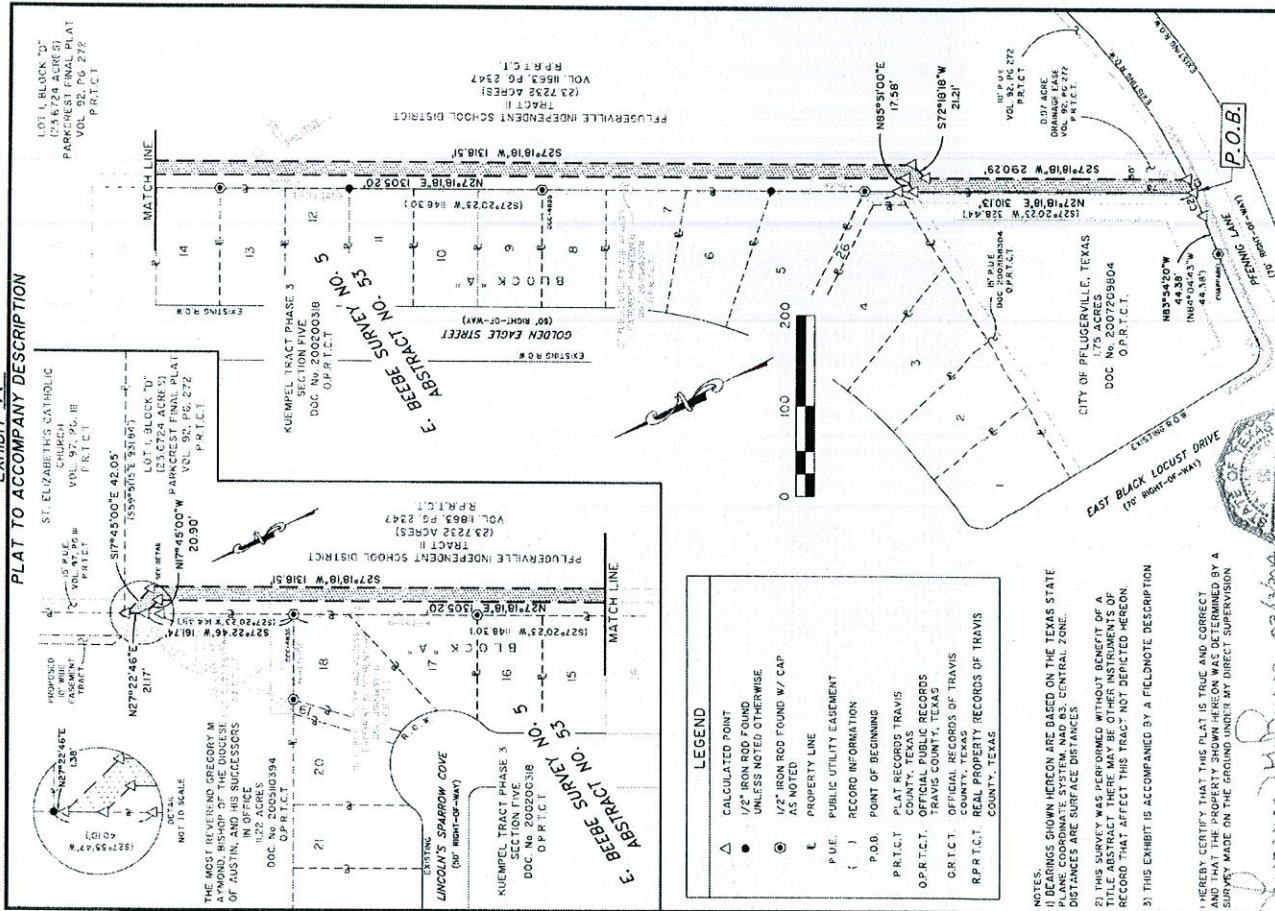
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.


Lawrence M. Russo
Registered Professional Land Surveyor No. 5050
Inland Geodetics, L.L.C.
Firm Registration No. 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681
512-238-1200

03/13/2014
Date



EXHIBIT "A" PLAT TO ACCOMPANY DESCRIPTION



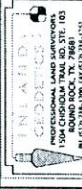
LEGEND

- △ CALCULATED POINT
- 1/2" IRON ROD FOUND UNLESS NOTED OTHERWISE
- 1/2" IRON ROD FOUND W/ CAP AS NOTED
- PROPERTY LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.R.T.C. PLAT RECORDS, TRAVIS COUNTY, TEXAS
- O.P.R.T.C. OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
- O.R.T.C. OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS
- R.P.R.T.C. RECORDS OF TRAVIS COUNTY, TEXAS

NOTES:
1) BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, AND 83° CENTRAL ZONE. DISTANCES ARE SURFACE DISTANCES.
2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.
3) THIS EXHIBIT IS ACCOMPANIED BY A FIELDNOTE DESCRIPTION.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

LAWRENCE M. RUSSO
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050
FIRM REGISTRATION NO. 0095H-00
1554 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681



CURVE TABLE

NO.	DELTA	RADIUS	ARC	CHORD	BEARING
1	0°28'45"	540.00'	16.52'	16.52'	N87°28'18"W
2	0°29'14"	540.00'	27.78'	27.78'	N85°15'44"W
3	0°29'54"	1040.00'	57.95'	57.95'	N65°24'37"W

PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT EASEMENT

0.574 ACRES
24,984 SQUARE FEET

EXHIBIT B

Easement Instrument

EXHIBIT B to Purchase Agreement

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

WATER LINE EASEMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

GRANT OF EASEMENT:

PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT ("Grantor", whether one or more), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto **THE CITY OF PFLUGERVILLE, TEXAS**, a home-rule city located in Travis County, Texas ("Grantee"), an easement and right-of-way ("Easement") upon and across the property of Grantor which is more particularly described on Exhibit "A", attached hereto and incorporated herein by reference ("Easement Tract").

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below.

Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the easements herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject to all title exceptions of record, to the extent the same are valid and subsisting against the Easement Tract, and the matters set forth herein.

CHARACTER OF EASEMENT:

The Easement is an easement in gross.

PURPOSE OF EASEMENT:

The Easement shall be used for public utility purposes, including placement, construction, installation, replacement, repair, maintenance, relocation, removal, and operation of a water line, public utility facilities, and related appurtenances, or making connections thereto.

The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, replacement and expansion of the water line and related public utility facilities.

EXHIBIT B to Purchase Agreement

DURATION OF EASEMENT:

The Easement shall be perpetual.

EXCLUSIVENESS OF EASEMENT:

The Easement shall be exclusive. Grantor shall have the right to access the utility facilities, provided such access complies with the City of Pflugerville subdivision and/or site plan application process and shall have the right to use the surface of the Property for any purpose which does not conflict with the subsurface use, including but not limited to landscaping, parking, driveways, signage and roadways but not buildings.

ENTIRE AGREEMENT:

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

BINDING EFFECT:

This agreement shall bind and inure to the benefit of the respective parties hereto, their heirs, legal representatives, successors and assigns.

ASSIGNABILITY:

This Easement and the rights of Grantee hereunder may be assigned by Grantee so long as the assignee utilizes the Easement as contemplated herein.

Signature page to follow:

EXHIBIT B to Purchase Agreement

In witness whereof, this instrument is executed this 7th day of May, 2015.

GRANTOR:

PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT

Elva Gladney
Name

President, Board of Trustees
Title

AGREED AND ACCEPTED:

CITY OF PFLUGERVILLE, TEXAS,
a Texas home-rule municipality

By: _____
Brandon Wade, City Manager

ATTEST:

Karen Thompson, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2015, by
_____, in the capacity of _____ of Pflugerville
Independent School District.

Notary Public Signature

(seal)

EXHIBIT B to Purchase Agreement

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2015, by
Brandon Wade, City Manager of the City of Pflugerville, Texas, a Texas home-rule
municipality, on behalf of said municipality.

Notary Public Signature

(seal)

EXHIBIT _____

PROPERTY DESCRIPTION

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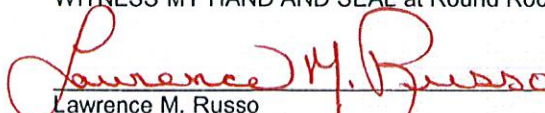
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All bearings cited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

This property description is accompanied by a separate exhibit.

That I, Lawrence M. Russo, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.


Lawrence M. Russo
Registered Professional Land Surveyor No. 5050
Inland Geodetics, L.L.C.
Firm Registration No. 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681
512-238-1200

03/13/2014
Date

