

**WASTEWATER LINE EASEMENT PURCHASE AGREEMENT
FUCHS GROVE, LLC (SELLER)**

This Wastewater Line Purchase Agreement (this “Agreement”) is made and entered into by and between the **CITY OF PFLUGERVILLE, TEXAS**, a Texas home rule municipality (“Buyer”/“Grantee”), and **FUCHS GROVE, LLC** (“Seller”/“Grantor”), 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 121.549 ACRE TRACT HAVING BEEN CONVEYED TO FUCHS GROVE, LLC BY INSTRUMENT OF RECORD IN DOCUMENT NUMBER 2018058683 OF THE OFFICIAL PUBLIC RECORD OF TRAVIS COUNTY, TEXAS.

B. Buyer requires acquisition of portions of this tract for a Wastewater Line Easement (+/- 2.08 acres) (**Exhibit “A”**) and a Temporary Easement (+/- 4.86 acres) (**Exhibit “B”**) for the Wilbarger Creek Wastewater Interceptor Project.

C. Seller will convey and Buyer will purchase the wastewater line easement in perpetuity and the right to temporarily use the temporary easement, as stated in the Wastewater Line Easement Agreement, for **Four Hundred Seventy Thousand Dollars (\$470,000.00)**.

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 the Wastewater Line Easement and a Temporary Construction Easement as described in **Exhibit “A”** and **Exhibit “B”** for public drainage purposes, including placement, construction, installation, replacement, repair, maintenance, relocation, removal, and operation of a wastewater pipeline and related drainage facilities, and related appurtenances, or making connections for that certain City of Pflugerville Wilbarger Creek Wastewater Interceptor Project. The promises by Buyer and Seller stated in this contract and the Wastewater Line Easement Agreement incorporated by reference, 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 Wastewater Line Easement. In the event the City Council does not approve the acceptance of the Wastewater Line Easement or the Buyer does not move forward with the Wastewater Line on Seller’s Property, Buyer shall pay Seller for all attorney fees incurred, 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. **Four Hundred Seventy Thousand Dollars (\$470,000.00)** to be

paid at closing.

III.

The Property. A Wastewater Line Easement and a Temporary Easement over and across, under and through a 121.549-acre tract of land having been conveyed to Fuchs Grove, LLC by Instrument of record in Document Number 2018058683 of the Official Public Records of Travis County, TX as more particularly described in **Exhibit “A”** and **Exhibit “B”**, 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 stated in the Wastewater Line Easement and Temporary Easement (**Exhibit “A-1”**) attached hereto and incorporated by reference for all purposes.

V.

Miscellaneous.

- A. *Closing Date.* The parties shall close on this transaction within 30 days of City Council’s approval and acceptance of the Easement.
- B. *Notices/Contact.* Any notice required or permitted under this agreement must be in writing. Any and all notices initiated by Grantee to Grantor will, at a minimum, be emailed to all of the following Grantor emails. Cell phone numbers provided, should they be needed however calls, messages, texts do not negate email requirement:
1. fuchsgrove@gmail.com (Fuchs Grove, LLC)
 2. ericfox11@gmail.com (Eric Fox 903-360-5969)
 3. austinwfox@gmail.com (Austin Fox 903-360-5872)
 4. pamfuchs@hotmail.com (Pamela Fuchs 512-379-9451)

Grantee contact: Norma Martinez

Real Estate Manager

City of Pflugerville

15500 Sun Light Near Way

Pflugerville, Texas 78691

(512) 990-6342

normam@pflugervilletx.gov>

Emailed notices are deemed to be delivered immediately when sent unless sender receives a notice the email was unable to be delivered.

Mailed notices are deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, as long as

Wilbarger Creek Wastewater Interceptor Project
Parcel 9 – Fuchs Grove, LLC

postage is prepaid, by certified mail, return receipt requested. Mailed notices initiated by Grantee to Grantor will be mailed to both of the following addresses: Fuchs Grove, LLC – 1704 White Oak Loop, Round Rock, TX 78681, and Eric Fox – 7272 Medio Crk, Tyler, TX 75703. Grantor reserves the right to request and Grantee agrees to provide proof of delivery in the form of a copy of the return receipt request.

Any contact information for notice may be changed by written notice delivered as provided herein.

- 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 Purchase Agreement and the Wastewater Line Easement Agreement together contain 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.
- 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. If there is any conflict or inconsistency between the provisions of this Agreement and the Wastewater

Wilbarger Creek Wastewater Interceptor Project
Parcel 9 – Fuchs Grove, LLC

Line Easement Agreement, the Wastewater Line Easement 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 Seller has fee simple absolute title to the Property described in **Exhibit "A-1"** 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.

EXECUTED this the 21st day of April, 2024.

GRANTOR:

FUCHS GROVE, LLC

By: Pamela Fuchs
Pamela Fuchs, President and
Managing Member

By: Eric A. Fox
Eric A. Fox, Vice-President, and Member

By: Austin W. Fox
Austin W. Fox, Vice-President, and Member

Wilbarger Creek Wastewater Interceptor Project
Parcel 9 – Fuchs Grove, LLC

GRANTEE:

AGREED AND ACCEPTED:

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

By: _____
Sereniah Breland, City Manager

ATTEST: _____

Trista Evans, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____,
2024, by _____, City Manager of the City of Pflugerville, Texas, a
Texas home-rule municipality, on behalf of said municipality.

Notary Public Signature

(seal)



MACIAS & ASSOCIATES, L.P.
LAND SURVEYORS – FIRM REG. NO. 10114100

EXHIBIT A

FUCHS GROVE LLC
TO
CITY OF PFLUGERVILLE
UTILITY EASEMENT
PARCEL 9

LEGAL DESCRIPTION

30' WIDE CITY OF PFLUGERVILLE UTILITY EASEMENT

OF A 2.08 ACRE (90,911 SQUARE FEET) TRACT OF LAND IN THE SUMNER BACON & J.F. WHIPPLE SURVEY IN THE CITY OF PFLUGERVILLE, TRAVIS COUNTY, TEXAS, BEING OUT OF A 121.549 ACRE TRACT HAVING BEEN CONVEYED TO FUCHS GROVE LLC IN DOCUMENT NUMBER 2018058683 OF THE OFFICIAL PUBLIC RECORD OF TRAVIS COUNTY TEXAS, SAID 2.08 ACRE TRACT (90,911 SQUARE FEET) OF LAND AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOW:

POINT OF COMMENCEMENT at a ½" iron rod found on the east right of way line of Cameron Road, being the northwest corner of said 121.549 acre tract of land, and being the southwest corner of a 124.880 acre tract of land conveyed to Spillmann Properties LTD in Document Number 2019162915 of the Official Public Records of Travis County, Texas. **THENCE**, along said east right of way line of Cameron Road and the western property line of said 121.549 acre tract, S 26°59'04" W, 25.00 feet to a calculated point. Also, being the northwestern corner and **POINT OF BEGINNING** of the herein described City of Pflugerville Utility Easement;

THENCE, departing the east right of way line of Cameron Road and the western property line of said 121.549 acre tract, traversing through said 121.549 acre tract of land the following 5 courses:

- 1) **S 62°54'56" E, 427.52 feet** to a calculated point of the of the herein described City of Pflugerville Utility Easement;
- 2) **S 14°52'54" E, 335.18 feet** to a calculated point of the herein described City of Pflugerville Utility Easement;
- 3) **S 29°33'29" E, 671.00 feet** to a calculated point of the herein described City of Pflugerville Utility Easement;
- 4) **S 45°12'01" E, 391.66 feet** to a calculated point of the herein described City of Pflugerville Utility Easement;
- 5) **S 07°25'14" E, 1004.68 feet** to a calculated point of the herein described City of Pflugerville Utility Easement;

THENCE, S 27°27'06" W, 225.90 feet to a calculated point on the south line of said 121.549 acre tract of land and the north line of a 54.6110 acre tract of land conveyed to Sarvi LLC in Document Number 2006013052 of the Official Public Records of Travis County, Texas. Also, being the most southerly corner of the herein described City of Pflugerville Utility Easement;

THENCE, along the south line of said 121.549 acre tract and the north line of said 54.6110 acre tract, **N 61°45'45" W, 30.00 feet** to a calculated point of the herein described City of Pflugerville Utility Easement;

THENCE, departing the south line of said 121.549 acre tract and the north line of said 54.6110 acre tract, traversing through said 121.549 acre tract of land the following 5 courses:

- 1) **N 27°27'06" E, 216.07 feet** to a calculated point of the herein described City of Pflugerville Utility Easement;
- 2) **N 07°25'14" W, 985.00 feet** to a calculated point of the herein described City of Pflugerville Utility Easement;
- 3) **N 45°12'01" W, 385.51 feet** to a calculated point of the herein described City of Pflugerville Utility Easement;
- 4) **N 29°33'29" W, 678.98 feet** to a calculated point of the herein described City of Pflugerville Utility Easement;
- 5) **N 14°52'54" W, 325.67 feet** to a calculated point of the herein described City of Pflugerville Utility Easement;

THENCE, N 62°54'56" W, 414.10 feet to a calculated point on the east right of way line of Cameron Road and the west property line of said 121.549 acre tract of land. Also, being a calculated point of the herein described City of Pflugerville Utility Easement:

THENCE, N 26°59'04" E, 30.00 feet to the **POINT OF BEGINNING** and containing 2.08 acres (90,911 square feet) of land.

BEARING BASIS

THE BEARINGS SHOWN HEREON ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEMS (CENTRAL ZONE 4203), NAD83 (93).

THE STATE OF TEXAS §

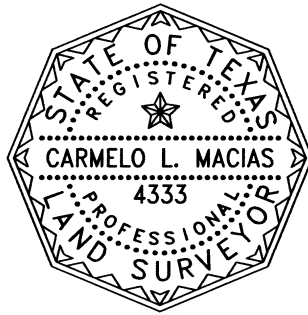
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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS §

That I, Carmelo L. Macias, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this 9th day of November, 2023, A.D.



Macias & Associates, L.P.
10017 Wild Dunes Drive
Austin, Texas 78747
512-695-6802

Carmelo L. Macias
Registered Professional Land Surveyor
No. 4333 – State of Texas

REFERENCES

AUSTIN GRID NO. T-33
TCAD PARCEL ID NO. 259061
VESTING DEED Doc. No. 2018058683

SKETCH TO ACCOMPANY LEGAL DESCRIPTION PART 1

LEGEND

- 1/2" IRON ROD FOUND UNLESS NOTED
- ⊙ IRON PIPE FOUND
- ▲ CALCULATED POINT
- CONCRETE MONUMENT FOUND
- ⊗ COTTON SPINDLE FOUND
- ▲ MAG NAIL FOUND IN CONCRETE

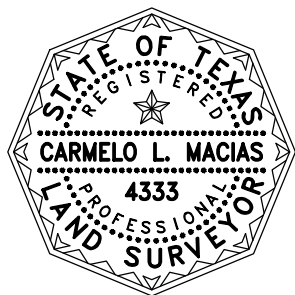
- R.O.W. RIGHT-OF-WAY
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
- R.P.R.T.C.T. REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
- P.R.T.C.T. PLAT RECORDS, TRAVIS COUNTY, TEXAS
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- DE DRAINAGE EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- WWLEFST WASTEWATER LINE EASEMENT FOR SUBTERRANEAN TUNNEL
- DOC. NO. DOCUMENT NUMBER
- VOL. VOLUME
- PG. PAGE

NOTES:

THE EASEMENTS SHOWN ON THIS SURVEY ARE THOSE LISTED ON SCHEDULE B OF THE TITLE COMMITMENT ISSUED BY TITLE RESOURCES GUARANTY CO. GF. No. 2100441-KFO, ISSUED JAN. 12, 2021

BEARING BASIS:

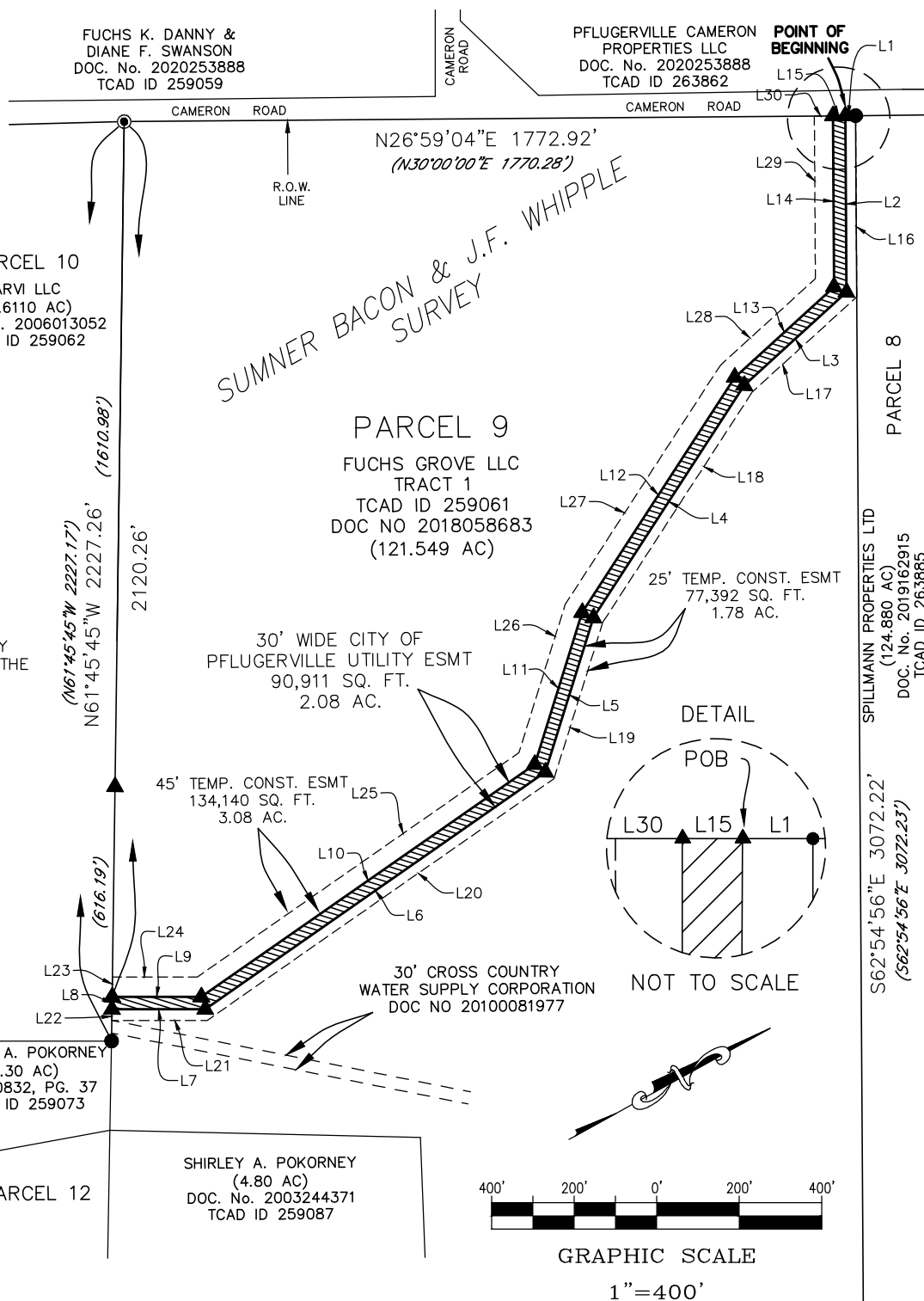
ALL BEARINGS SHOWN HEREON ARE BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEMS (CENTRAL ZONE 4203), NAD83 (93).



STATE OF TEXAS
COUNTY OF TRAVIS

I HEREBY CERTIFY THAT THIS SURVEY IS THE RESULT OF AN ON THE GROUND SURVEY CONDUCTED UNDER MY SUPERVISION AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Carmelo L. Macias 11/09/23
CARMELO LETTERE MACIAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4333 DATE



MACIAS & ASSOCIATES, L.P.
LAND SURVEYORS - FIRM NO. 101141-00

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10017 WILD DUNES DRIVE
AUSTIN, TEXAS 78747 O (512)695-6802
C (512) 689-4746 CARMELO.MACIAS@MACSURV.COM

LINE AND CURVE TABLE

LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	S26°59'04"W	25.00'
L2	S62°54'56"E	427.52'
L3	S14°52'54"E	335.18'
L4	S29°33'29"E	671.00'
L5	S45°12'01"E	391.66'
L6	S07°25'14"E	1004.68'
L7	S27°27'06"W	225.90'
L8	N61°45'45"W	30.00'
L9	N27°27'06"E	216.07'
L10	N07°25'14"W	985.00'
L11	N45°12'01"W	385.51'
L12	N29°33'29"W	678.98'
L13	N14°52'54"W	325.67'
L14	N62°54'56"W	414.10'
L15	N26°59'04"E	30.00'

LINE TABLE		
LINE	DIRECTION	DISTANCE
L16	S62°54'56"E	438.70'
L17	S14°52'54"E	343.10'
L18	S29°33'29"E	664.33'
L19	S45°12'00"E	396.79'
L20	S07°25'14"E	1024.59'
L21	S27°27'06"W	231.26'
L22	N61°45'45"W	27.00'
L23	N61°45'45"W	48.00'
L24	N27°27'06"E	205.58'
L25	N07°25'14"W	950.22'
L26	N45°11'58"W	376.30'
L27	N29°33'30"W	690.95'
L28	N14°52'54"W	311.42'
L29	N62°54'56"W	393.97'
L30	N26°59'04"E	45.00'


REV 1: NOVEMBER 9, 2023

DATE: FEBRUARY 19, 2022

DRAWN BY: GINO MACIAS, SIT

MAI JOB NO.: 87-50-21

PAGE 5 OF 5



MACIAS & ASSOCIATES, L.P.
 LAND SURVEYORS - FIRM NO. 101141-00
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 10017 WILD DUNES DRIVE
 AUSTIN, TEXAS 78747 O (512)695-6802
 C (512) 689-4746 CARMELO.MACIAS@MACSURV.COM



MACIAS & ASSOCIATES, L.P.
LAND SURVEYORS – FIRM REG. NO. 10114100

EXHIBIT B

FUCHS GROVE LLC
TO
CITY OF PFLUGERVILLE
TEMPORARY
CONSTRUCTION EASEMENT
PARCEL 9

LEGAL DESCRIPTION OF PARCEL 9

TEMPORARY CONSTRUCTION EASEMENT (VARIABLE WIDTH)

DESCRIPTION OF A 4.86-ACRE (211,532 SQUARE FOOT) TRACT OF LAND IN THE SUMNER BACON & J.F. WHIPPLE SURVEY IN THE CITY OF PFLUGERVILLE, TRAVIS COUNTY, TEXAS, BEING OUT OF A CALLED 121.549 ACRE TRACT HAVING BEEN CONVEYED TO FUCHS GROVE LLC IN DOCUMENT NUMER 2018058683 OF THE OFFICIAL PUBLIC RECORD OF TRAVIS COUNTY TEXAS, SAID 4.86-ACRE (211,532 SQUARE FOOT) TRACT OF LAND BEING COMPRISED OF TWO (2) PARTS, PART 1 BEING 3.08-ACRE (134,140 SQUARE FEET) OF LAND AND PART 2 BEING 1.78-ACRE (77,392 SQUARE FEET) OF LAND AS SHOWN ON THE ACCOMPANYING SKETCHES, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

PART 1

POINT OF COMMENCEMENT on an iron pipe found in the southeasterly right-of-way line of Cameron Road (variable width), same being the northerly corner of a called 54.6110-acre tract of land conveyed by General Warranty Deed to Sarvi LLC in Document Number 2006013052 of the Official Public Records of Travis County, Texas, same being the most westerly corner of said 121.549-acre tract of land; **THENCE** with said southeasterly right-of-way line of Cameron Road (variable width) and the northwesterly property line of said 121.549-acre tract of land, N 26°59'04" E a distance of 1,672.92 feet to a calculated point having Texas Coordinate System of 1983 (Central Zone 4203, NAD83, U.S. Survey Feet, Grid) values of N=10,121,253.23, E=3,175,758.25, for the most westerly corner and **POINT OF BEGINNING** of the herein described temporary construction easement;

THENCE, along said southeasterly right-of-way line of Cameron Road (variable width) and said northwesterly property line of said 121.549-acre tract of land, N 26°59'04" E, 45.00 feet to a calculated angle point, same being the most northerly corner of the herein described temporary construction easement. From which a 1/2" iron rod found same point being the northwest property corner of said 121.549 acre tract and the southeast property corner of a called 124.880-ac tract of land conveyed by Special Warranty Deed to Spillman Properties LTD in Document Number 2019162915 of the Official Public Records of Travis County, Texas bears S 61°45'45" W, 55.00 feet;

THENCE, departing said southeasterly right-of-way line of Cameron Road (variable width) and traversing through said 121.549-acre tract of land the following 5 courses:

- 1) **S 62°54'56" E, 414.10 feet** to a calculated angle point of the herein described temporary construction easement;
- 2) **S 14°52'54" E, 325.67 feet** to a calculated angle point of the herein described temporary construction easement;
- 3) **S 29°33'29" E, 678.98 feet** to a calculated angle point of the herein described temporary construction easement;
- 4) **S 45°12'01" E, 385.51 feet** to a calculated angle point of the herein described temporary construction easement;
- 5) **S 07°25'14" E, 985.00 feet** to a calculated angle point of the herein described temporary construction easement;

THENCE, S 27°27'06" W, 216.07 feet to a calculated point on the southwesterly property line of said 121.549-acre tract and the northeasterly property line of said 54.6110-acre tract of land, also being the most southerly calculated point of the herein described temporary construction easement. From which a 1/2" iron rod found same point being on the southwesterly property line of said 121.549 acre-tract, being the most easterly corner of said 54.6110-acre tract and being the most northerly corner of a called 4.30-acre tract of land conveyed by Warranty Deed to Shirley A. Pokorney in Volume 10832, Page 37 of the Deed Records of Travis County, Texas, bears **N 61°45'45" W, 107.01 feet**;

THENCE, along the southwesterly property line of said 121.549-acre tract and the northeasterly property line of said 54.6110-acre tract of land, **N 61°45'45" W, 48.00 feet** to a calculated angle point of the herein described temporary construction easement;

THENCE, departing the northeasterly property line of said 54.6110-acre tract of land, traversing through said 121.549-acre tract of land the following 5 courses:

- 1) **N 27°27'06" E, 205.58 feet** to a calculated angle point of the herein described temporary construction easement;
- 2) **N 07°25'14" W, 950.22 feet** to a calculated angle point of the herein described temporary construction easement;
- 3) **N 45°11'58" W, 376.30 feet** to a calculated angle point of the herein described temporary construction easement;
- 4) **N 29°33'30" W, 690.95 feet** to a calculated angle point of the herein described temporary construction easement;
- 5) **N 14°52'54" W, 311.42 feet** to a calculated angle point of the herein described temporary construction easement;

THENCE, N 62°54'56" W, 393.97 feet to the **POINT OF BEGINNING** and containing 3.08 acres (134,140 square feet) of land.

PART 2

POINT OF COMMENCEMENT on an iron pipe found in the southeasterly right-of-way line of Cameron Road (variable width), same being the northerly corner of a called 54.6110-acre tract of land conveyed by General Warranty Deed to Sarvi LLC in Document Number 2006013052 of the Official Public Records of Travis County, Texas, same being the most westerly corner of said 121.549-acre tract of land; **THENCE** with said southeasterly right-of-way line of Cameron Road (variable width) and the northwesterly property line of said 121.549-acre tract of land, **N 26°59'04" E** a distance of 1,747.92 feet to a calculated point having Texas Coordinate System of 1983 (Central Zone 4203, NAD83, U.S. Survey Feet, Grid) values of N=10,121,320.06, E=3,175,792.28, for the most westerly corner and **POINT OF BEGINNING** of the herein described temporary construction easement;

THENCE, along said southeasterly right-of-way line of Cameron Road (variable width) and said northwesterly property line of said 121.549-acre tract of land, **N 26°59'04" E, 25.00 feet** to a 1/2" iron rod found, same point being the northwest property corner of said 121.549 acre tract and the southwest property corner of a called 124.880-acre tract of land conveyed by Special Warranty Deed to Spillman Properties LTD in Document Number 2019162915 of the Official Public Records of Travis County, also being the most northerly corner of the herein described temporary construction easement;

THENCE, departing said southeasterly right-of-way line of Cameron Road (variable width) and along the northwesterly property line of said 121.549-acre tract of land and the southwesterly property line of said 124.880-acre tract, **S 62°54'56" E, 438.70 feet** to a calculated angle point of the herein described temporary construction easement;

THENCE, departing the southwesterly property line of said 124.880-acre tract, traversing through said 121.549-acre tract of land the following 4 courses:

- 1) **S 14°52'54" E, 343.10 feet** to a calculated angle point of the herein described temporary construction easement;
- 2) **S 29°33'29" E, 664.33 feet** to a calculated angle point of the herein described temporary construction easement;
- 3) **S 45°12'00" E, 396.79 feet** to a calculated angle point of the herein described temporary construction easement;
- 4) **S 07°25'14" E, 1,024.59 feet** to a calculated angle point of the herein described temporary construction easement;

THENCE, **S 27°27'06" W, 231.26 feet** to a calculated point on the southwesterly property line of said 121.549-acre tract and the northeasterly property line of said 54.6110-acre tract of land, also being the most southerly calculated point of the herein described temporary construction easement. From which a 1/2" iron rod found, same point being on the southwesterly property line of said 121.549 acre-tract, being the most easterly corner of said 54.6110-acre tract and being the most northerly corner of a called 4.30-acre tract of land conveyed by Warranty Deed to Shirley A. Pokorney in Volume 10832, Page 37 of the Deed Records of Travis County, Texas; **bears N 61°45'45" W, 49.79 feet**

THENCE, along said southwesterly property line of said 121.549-acre tract and the northeasterly property line of said 54.6110-acre tract of land, **N 61°45'45" W, 27.00 feet** to a calculated angle point of the herein described temporary construction easement;

THENCE, departing the northeasterly property line of said 54.6110-acre tract of land, traversing through said 121.549-acre tract of land the following 5 courses:

- 1) **N 27°27'06" E, 225.90 feet** to a calculated angle point of the herein described temporary construction easement;
- 2) **N 07°25'14" W, 1,004.68 feet** to a calculated angle point of the herein described temporary construction easement;
- 3) **N 45°12'01" W, 391.66 feet** to a calculated angle point of the herein described temporary construction easement;
- 4) **N 29°33'29" W, 671.00 feet** to a calculated angle point of the herein described temporary construction easement;
- 5) **N 14°52'54" W, 335.18 feet** to a calculated angle point of the herein described temporary construction easement;

THENCE, N 62°54'56" W, 427.52 feet to the **POINT OF BEGINNING** and containing 1.78 acres (77,392 square feet) of land.

BEARING BASIS

THE BEARINGS SHOWN HEREON ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEMS (CENTRAL ZONE 4203), NAD83 (93).

THE STATE OF TEXAS §

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS §

That I, Carmelo L. Macias, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this 8th day of March, 2024, A.D.



Macias & Associates, L.P.
10017 Wild Dunes Drive
Austin, Texas 78747
512-695-6802

Carmelo L. Macias
Registered Professional Land Surveyor
No. 4333 – State of Texas

REFERENCES

AUSTIN GRID NO. T-33
TCAD PARCEL ID NO. 259061
VESTING DEED Doc. No. 2018058683

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
PART 1

LEGEND

- 1/2" IRON ROD FOUND UNLESS NOTED
- ⊙ IRON PIPE FOUND
- ▲ CALCULATED POINT
- CONCRETE MONUMENT FOUND
- ✱ COTTON SPINDLE FOUND
- ▲ MAG NAIL FOUND IN CONCRETE
- R.O.W. RIGHT-OF-WAY
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
- R.P.R.T.C.T. REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
- P.R.T.C.T. PLAT RECORDS, TRAVIS COUNTY, TEXAS
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- DE DRAINAGE EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- WWLEFST WASTEWATER LINE EASEMENT FOR SUBTERRANEAN TUNNEL
- DOC. NO. DOCUMENT NUMBER
- VOL. VOLUME
- PG. PAGE

NOTES:

THE EASEMENTS SHOWN ON THIS SURVEY ARE THOSE LISTED ON SCHEDULE B OF THE TITLE COMMITMENT ISSUED BY TITLE RESOURCES GUARANTY CO. GF. No. 2100441-KFO, ISSUED JAN. 12, 2021

BEARING BASIS:

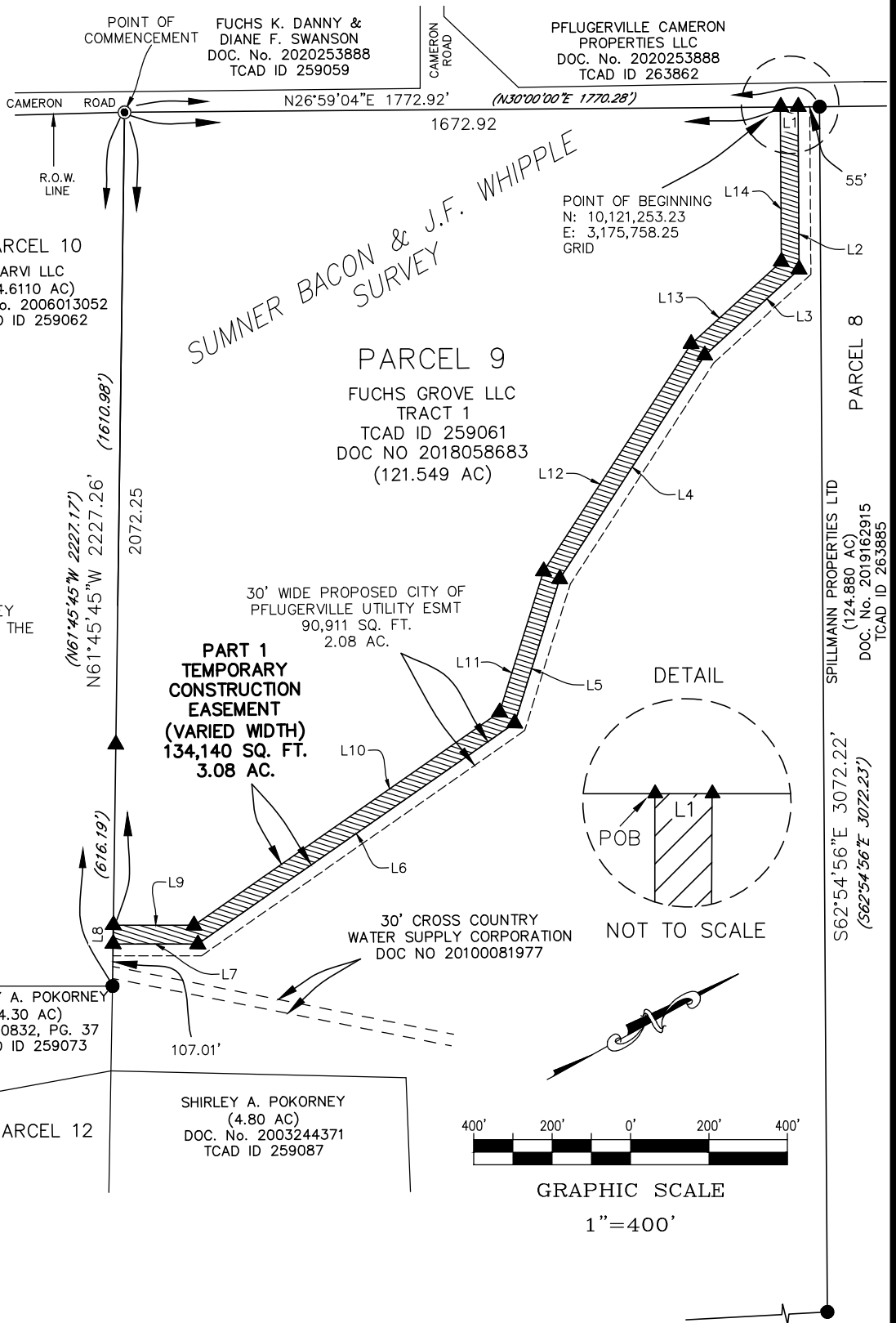
ALL BEARINGS SHOWN HEREON ARE BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEMS (CENTRAL ZONE 4203), NAD83 (93).



STATE OF TEXAS
COUNTY OF TRAVIS

I HEREBY CERTIFY THAT THIS SURVEY IS THE RESULT OF AN ON THE GROUND SURVEY CONDUCTED UNDER MY SUPERVISION AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Carmelo L. Macias 03/08/24
CARMELO LETTERE MACIAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4333
DATE



SKETCH TO ACCOMPANY LEGAL DESCRIPTION PART 2

LEGEND

- 1/2" IRON ROD FOUND UNLESS NOTED
- ⊙ IRON PIPE FOUND
- ▲ CALCULATED POINT
- CONCRETE MONUMENT FOUND
- ✕ COTTON SPINDLE FOUND
- ▲ MAG NAIL FOUND IN CONCRETE
- R.O.W. RIGHT-OF-WAY
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
- R.P.R.T.C.T. REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
- P.R.T.C.T. PLAT RECORDS, TRAVIS COUNTY, TEXAS
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- DE DRAINAGE EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- WWLEFST WASTEWATER LINE EASEMENT FOR SUBTERRANEAN TUNNEL
- DOC. NO. DOCUMENT NUMBER
- VOL. VOLUME
- PG. PAGE

NOTES:

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BEARING BASIS:

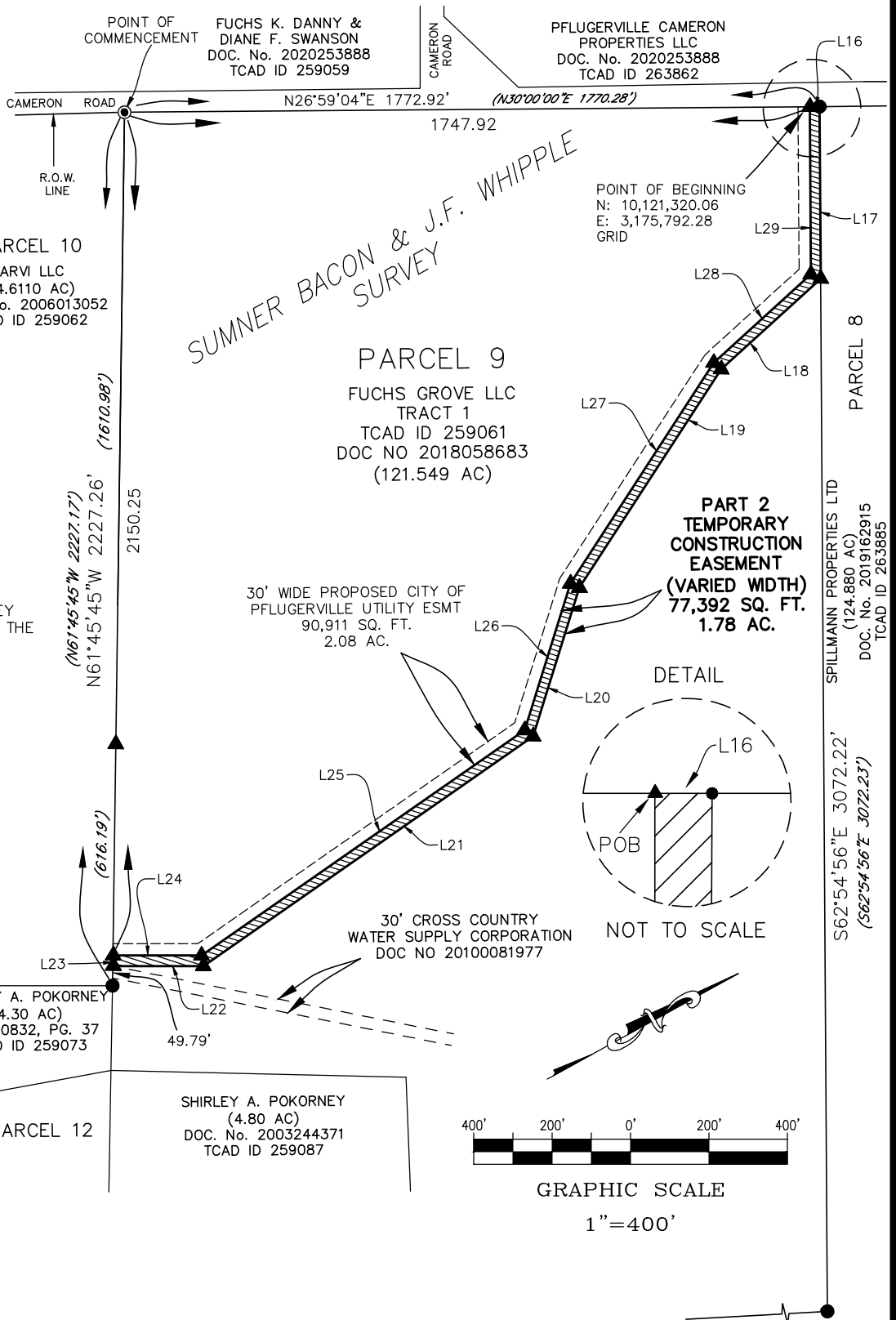
ALL BEARINGS SHOWN HEREON ARE BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEMS (CENTRAL ZONE 4203), NAD83 (93).



STATE OF TEXAS
COUNTY OF TRAVIS

I HEREBY CERTIFY THAT THIS SURVEY IS THE RESULT OF AN ON THE GROUND SURVEY CONDUCTED UNDER MY SUPERVISION AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Carmelo L. Macias 03/08/24
CARMELO LETTERE MACIAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4333 DATE



PAGE 7 OF 8

DATE: MARCH 6, 2024
DRAWN BY: GINO MACIAS, SIT
MAI JOB NO.: 87-50-21

MACIAS & ASSOCIATES, L.P.
LAND SURVEYORS - FIRM NO. 101141-00
★ ★ ★ ★ ★ ★
10017 WILD DUNES DRIVE
AUSTIN, TEXAS 78747 O (512)695-6802
C (512) 689-4746 CARMELO.MACIAS@MACSURV.COM

LINE TABLE

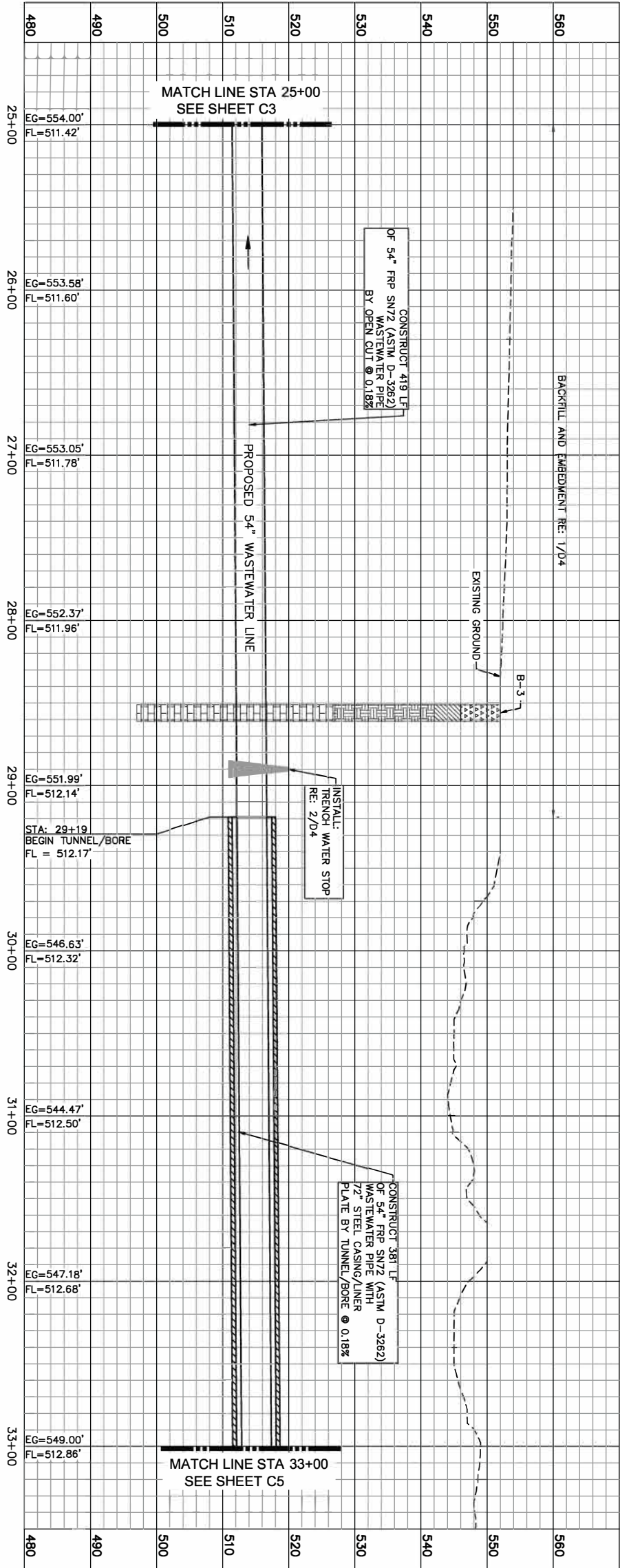
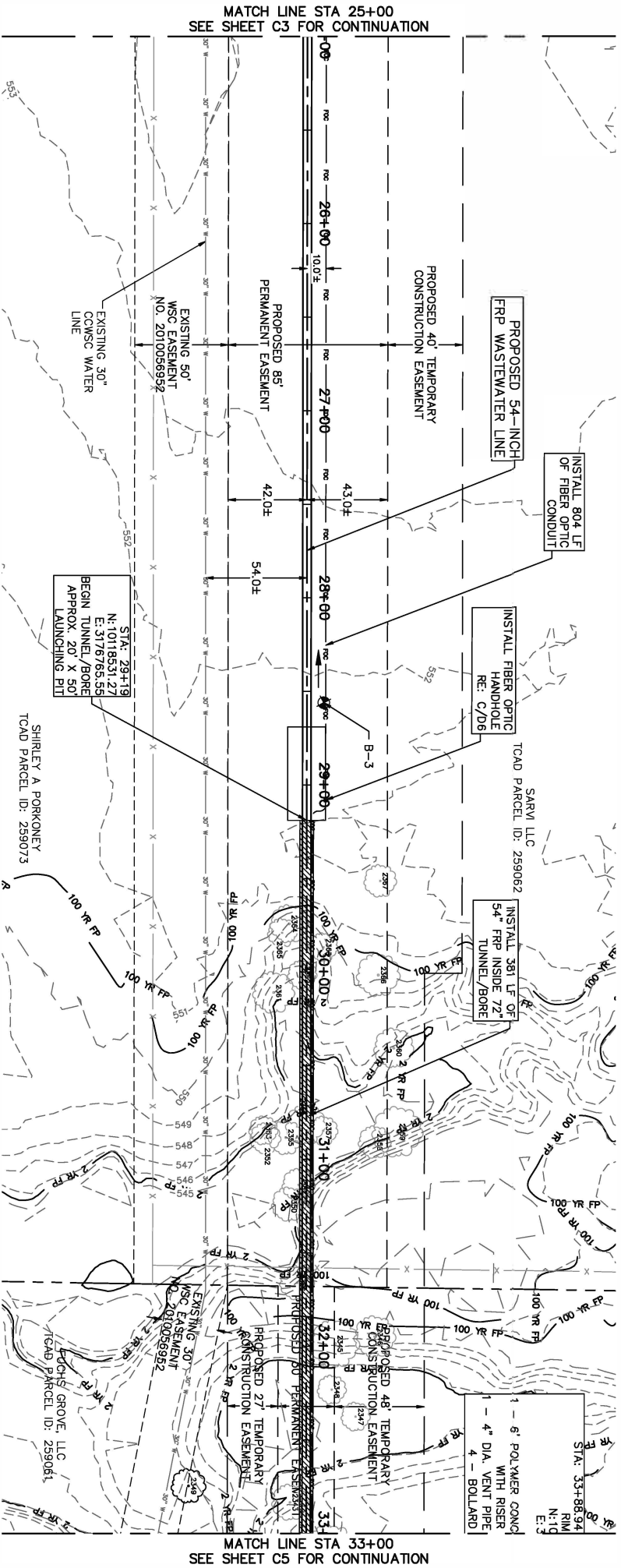
PART 1

LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	N26°59'04"E	45.00'
L2	S62°54'56"E	414.10'
L3	S14°52'54"E	325.67'
L4	S29°33'29"E	678.98'
L5	S45°12'01"E	385.51'
L6	S07°25'14"E	985.00'
L7	S27°27'06"W	216.07'
L8	N61°45'45"W	48.00'
L9	N27°27'06"E	205.58'
L10	N07°25'14"W	950.22'
L11	N45°11'58"W	376.30'
L12	N29°33'30"W	690.95'
L13	N14°52'54"W	311.42'
L14	N62°54'56"W	393.97'

PART 2

LINE TABLE		
LINE	DIRECTION	DISTANCE
L16	N26°59'04"E	25.00'
L17	S62°54'56"E	438.70'
L18	S14°52'54"E	343.10'
L19	S29°33'29"E	664.33'
L20	S45°12'00"E	396.79'
L21	S07°25'14"E	1024.59'
L22	S27°27'06"W	231.26'
L23	N61°45'45"W	27.00'
L24	N27°27'06"E	225.90'
L25	N07°25'14"W	1004.68'
L26	N45°12'01"W	391.66'
L27	N29°33'29"W	671.00'
L28	N14°52'54"W	335.18'
L29	N62°54'56"W	427.52'

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1" = 10' VERTICAL
1" = 20' VERTICAL FOR
HALF SIZE

GRAPHIC SCALE IN FEET
0 20 40 80
1" = 40' HORIZONTAL
1" = 80' HORIZONTAL FOR
HALF SIZE



- SHEET NOTES:**
1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES THAT MIGHT BE OCCASIONED BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. WHEN THE CONTRACTOR IS USING TRENCHLESS INSTALLATION METHODS, THE CONTRACTOR SHALL LOCATE ALL UTILITIES FOR THE ENTIRE LENGTH OF THE INSTALLATION PRIOR TO ANY ACTIVITIES.
 2. THE CONTRACTOR SHALL BE LIMITED TO 500' OF OPEN TRENCH AT A TIME.
 3. WHEN WORKING WITHIN THE FLOODPLAIN, THE CONTRACTOR SHALL PLACE THE SPOILS AS CLOSE TO THE TRENCH AS POSSIBLE SO THAT IN THE EVENT OF A FLOOD, IT CAN BE RAPIDLY BACKFILLED. WHEN WORKING OUTSIDE OF THE FLOODPLAIN, THE SPOILS SHALL NOT BE PLACED WITHIN THE FLOODPLAIN.
 4. CONTRACTOR SHALL SUBMIT BORING PLAN TO INSPECTOR AND ENGINEER FOR REVIEW AND APPROVAL. BORE/RECEIVING SHAFT LOCATIONS AND DIMENSIONS ARE FOR INFORMATIONAL PURPOSES ONLY. (N.S.P.)
 5. CONTRACTOR SHALL PROVIDE THEIR OWN DEWATERING SYSTEM PER STANDARD SPEC 33.05.50 AND REFER TO GEOTECHNICAL REPORT.
 6. GEOTECHNICAL BORE INFORMATION INCLUDED ON THIS PAGE IS FOR REFERENCE ONLY. THE GEOTECHNICAL DESIGN ASSOCIATES INC. CONTRACTOR SHALL REFER TO THE GEOTECHNICAL DESIGN REPORT.

C4	DATE:	DECEMBER 2023
	DESIGN:	TR
	DRAWN:	SJ/HN
	CHECKED:	LP
	KHA NO.:	069228913

SHEET 31 OF 69

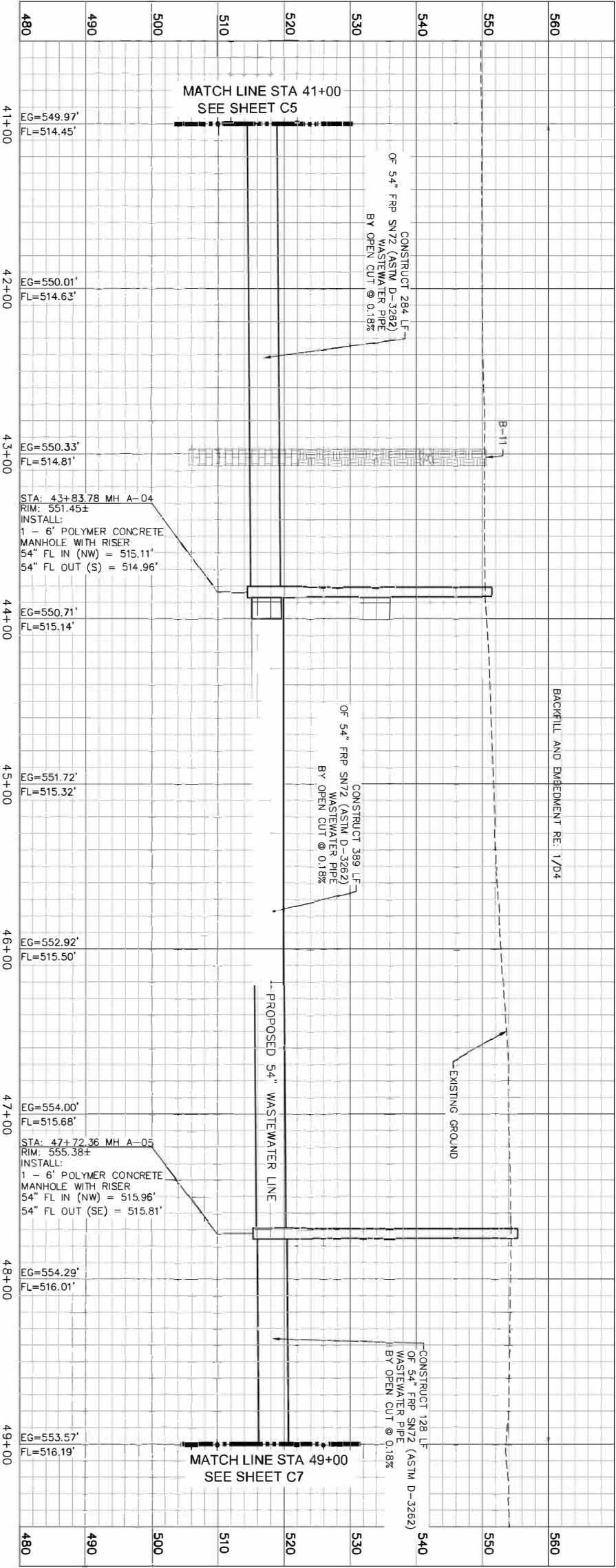
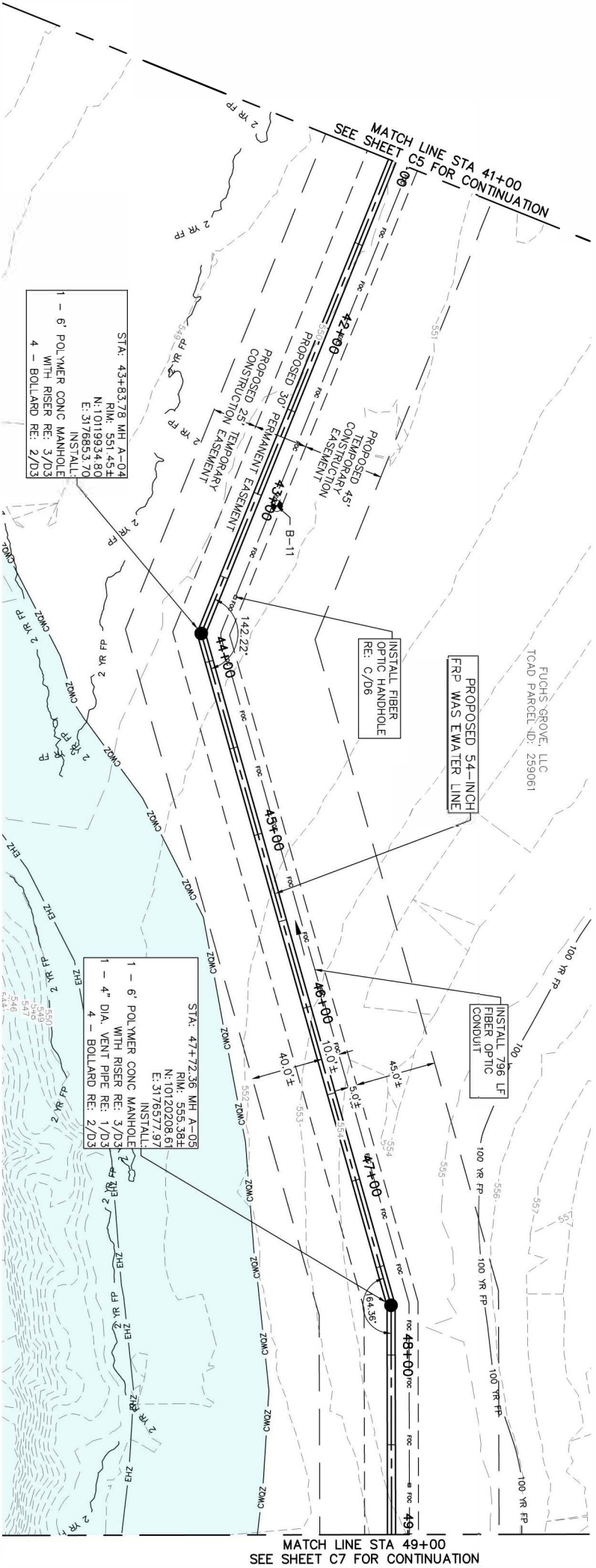


WASTEWATER PLAN AND
PROFILE STA. 25+00 - 33+00

CITY OF
PFLUGERVILLE
WILBARGER WW
INTERCEPTOR



Kimley»Horn			
Firm No. F-928 10814 Jollyville Road, Campus IV, Suite 200, Austin TX, 78759 P:512-646-2237			
No.	Revision	By	Date



1" = 10' VERTICAL
1" = 20' VERTICAL FOR
HALF SIZE

GRAPHIC SCALE IN FEET
0 20 40 80
1" = 40' HORIZONTAL
1" = 80' HORIZONTAL FOR
HALF SIZE



- SHEET NOTES:**
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 - THE CONTRACTOR SHALL BE LIMITED TO 500' OF OPEN TRENCH AT A TIME.
 - WHEN WORKING WITHIN THE FLOODPLAIN, THE CONTRACTOR SHALL PLACE THE SPOILS AS CLOSE TO THE TRENCH AS POSSIBLE SO THAT IN THE EVENT OF A FLOOD, IT CAN BE RAPIDLY BACKFILLED. WHEN WORKING OUTSIDE OF THE FLOODPLAIN, THE SPOILS SHALL NOT BE PLACED WITHIN THE FLOODPLAIN.
 - CONTRACTOR SHALL SUBMIT BORING PLAN TO INSPECTOR AND ENGINEER FOR REVIEW AND APPROVAL. BORE/RECEIVING SHAFT LOCATIONS AND DIMENSIONS ARE FOR INFORMATIONAL PURPOSES ONLY. (N.S.P.)
 - CONTRACTOR SHALL PROVIDE THEIR OWN DEWATERING SYSTEM PER THE SPEC 35.05.50 AND REFER TO GEOTECHNICAL REPORT INFORMATION INCLUDED ON THIS PAGE IS IN REFERENCE TO THE GEOTECHNICAL DESIGN REPORT FOR THIS PROJECT PROVIDED BY ARIAS & ASSOCIATES INC. CONTRACTOR SHALL REFER TO THE GEOTECHNICAL DESIGN REPORT.

Kimley»Horn			
Firm No. F-928 10814 Jollyville Road, Campus IV, Suite 200, Austin TX, 78759 P: 512-646-2237			
No.	Revision	By	Date



CITY OF
PFLUGERVILLE
WILBARGER WW
INTERCEPTOR

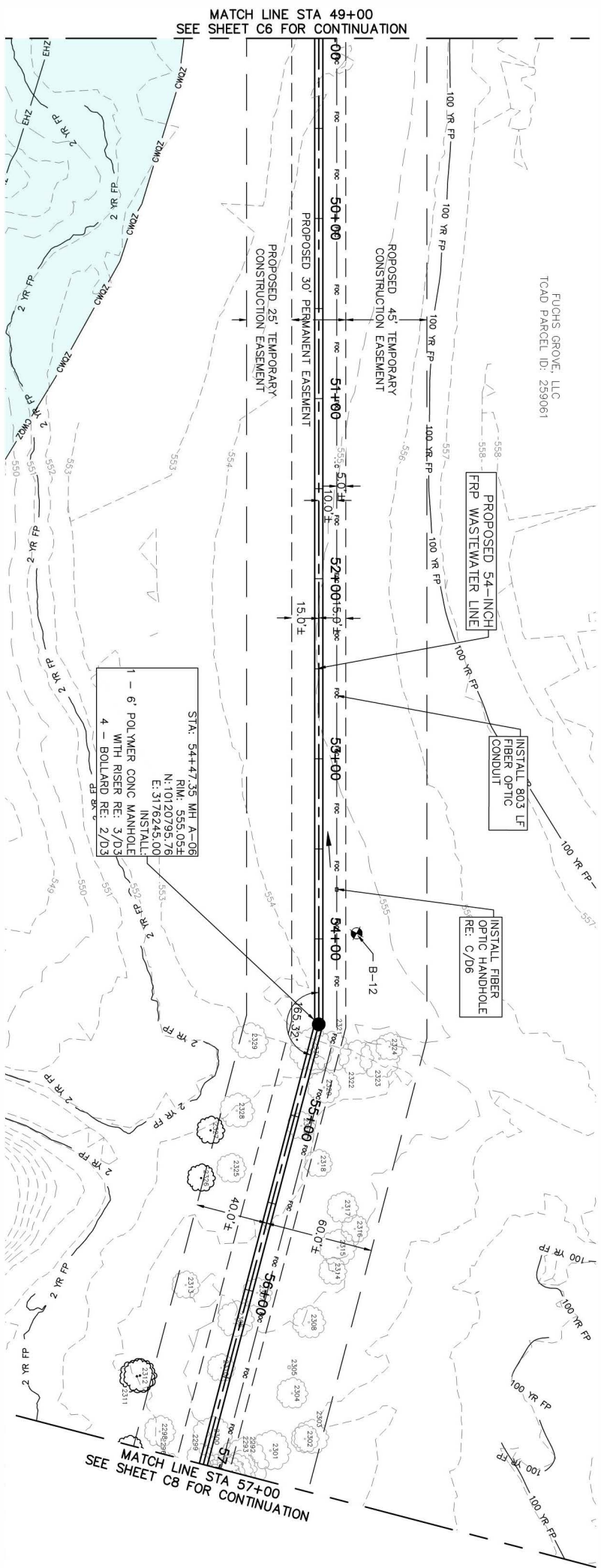
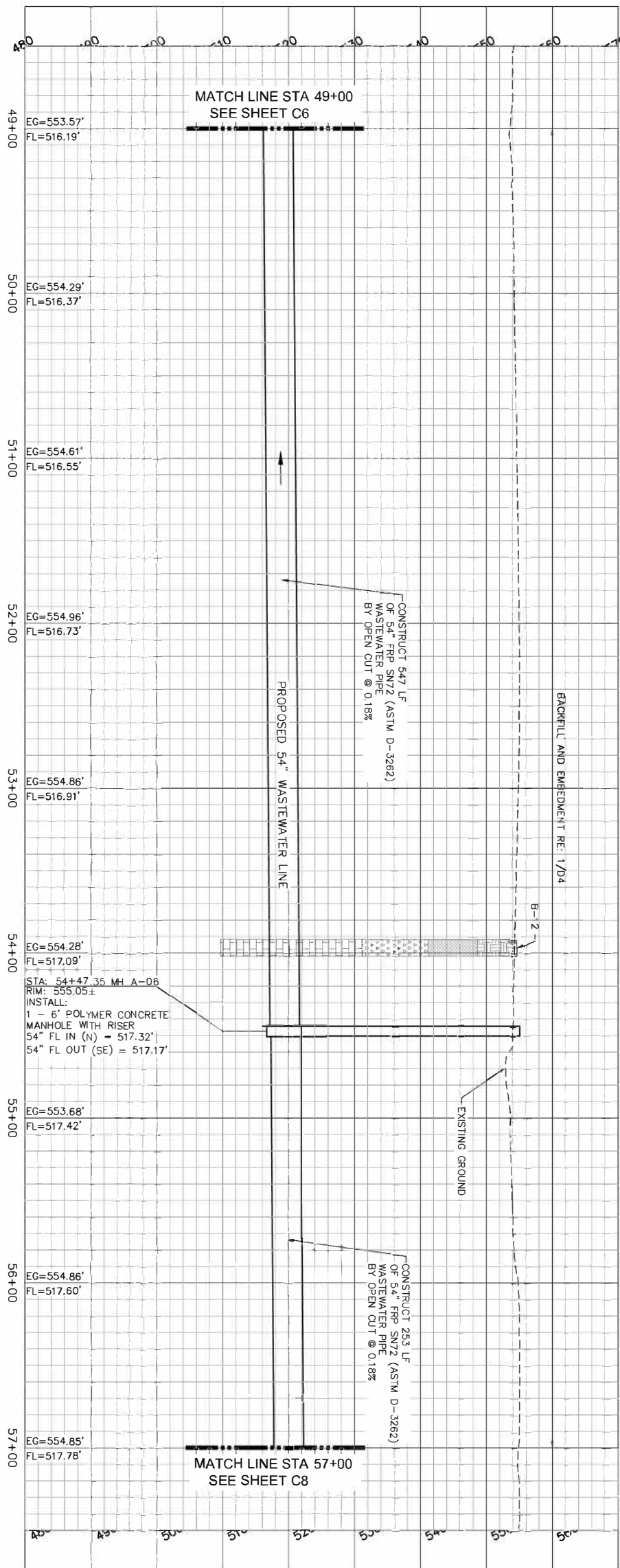
WASTEWATER PLAN AND
PROFILE STA. 41+00 - 49+00



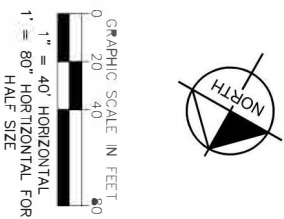
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DESIGN:	TR
DRAWN:	SJ/HN
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KHA NO.:	069228913

C6

SHEET 33 OF 69



1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROPRIATE WAY ON THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES THAT MIGHT BE OCCURRED BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. WHEN THE CONTRACTOR IS USING TRENCHLESS INSTALLATION METHODS, THE CONTRACTOR SHALL LOCATE ALL UTILITIES FOR THE ENTIRE LENGTH OF THE INSTALLATION PRIOR TO ANY ACTIVITIES.
2. THE CONTRACTOR SHALL BE LIMITED TO 500' OF OPEN TRENCH AT A TIME.
3. WHEN WORKING WITHIN THE FLOODPLAIN, THE CONTRACTOR SHALL PLACE THE STAKES AS CLOSE TO THE TRENCH AS POSSIBLE SO THAT IN THE EVENT OF A FLOOD, IT SHOULD BE KNOWN TO THE FLOODPLAIN AGENCIES THAT THE EXISTING UTILITIES ARE NOT PLACED WITHIN THE FLOODPLAIN.
4. CONTRACTOR SHALL SUBMIT BORING PLAN TO INSPECTOR AND ENGINEER FOR REVIEW AND APPROVAL BEFORE RECEIVING SHAFT LOCATIONS AND DIMENSIONS. ARE FOR INCREASING TOLERANCES ONLY. (N.S.P.I.)
5. CONTRACTOR SHALL PROVIDE THEIR OWN DEWATERING SYSTEM PER THE SPEC 33 05 50 AND REFER TO GEOTECHNICAL REPORT.
6. GEOTECHNICAL BORE INFORMATION INCLUDED ON THIS PAGE IS IN REFERENCE TO THE GEOTECHNICAL DESIGN REPORT FOR THIS PROJECT PROVIDED BY ARJAS & ASSOCIATES INC. CONTRACTOR SHALL REFER TO THE GEOTECHNICAL DESIGN REPORT.



1" = 10' VERTICAL
1" = 20' VERTICAL FOR
HALF SIZE

DATE:	DECEMBER 2023
DESIGN:	TR
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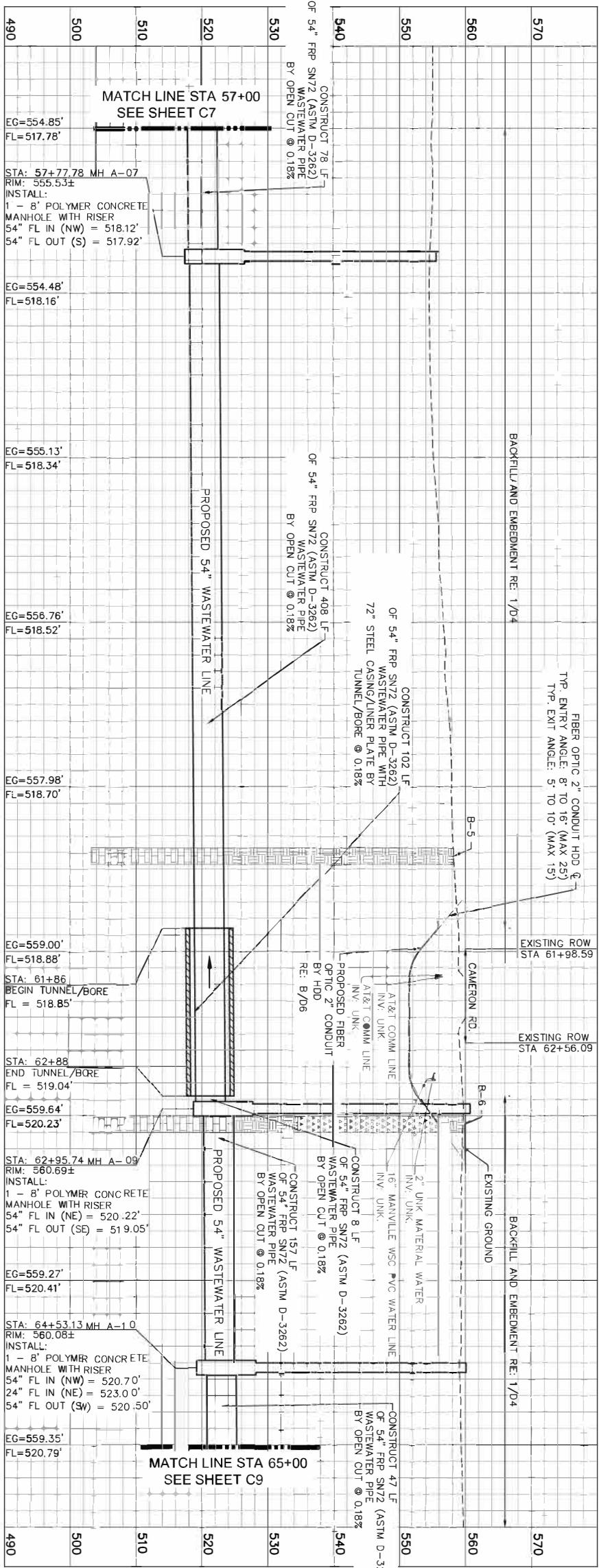
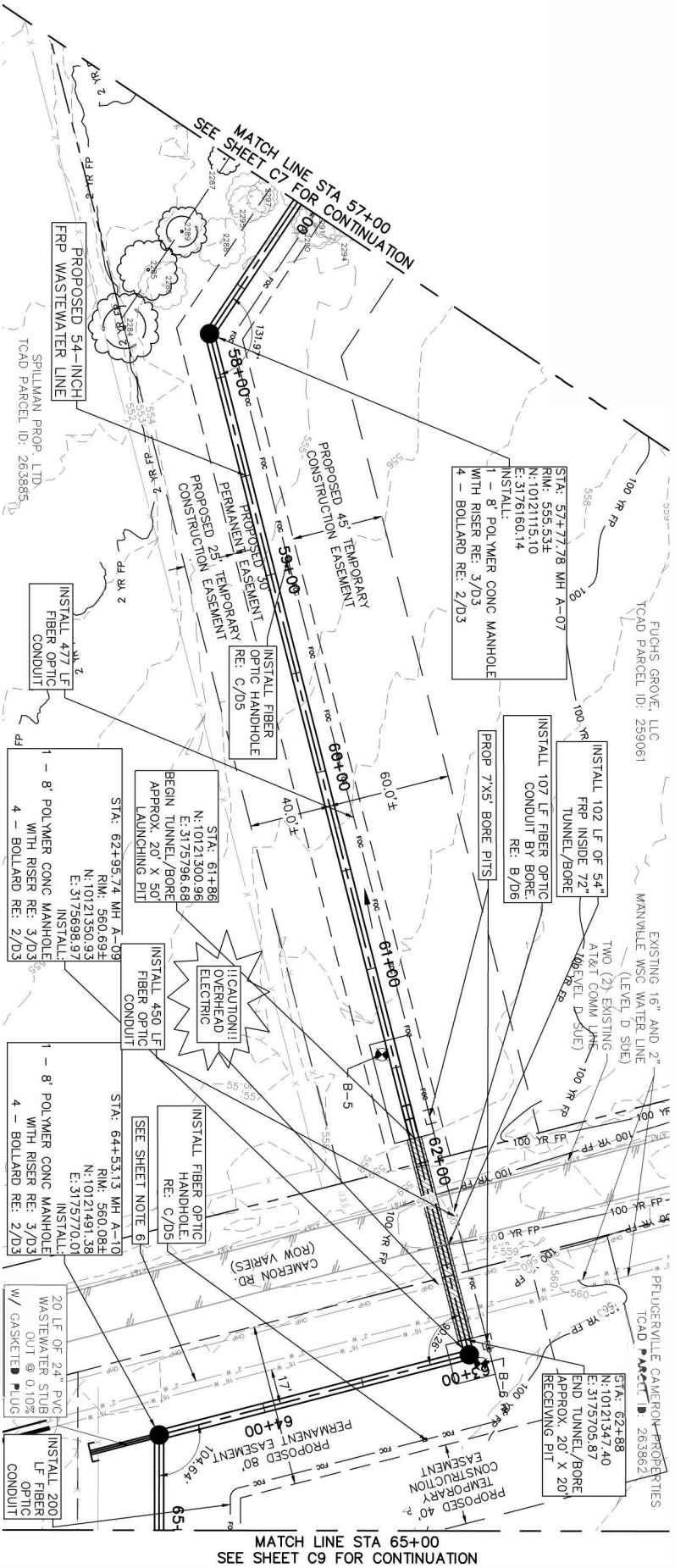
WASTEWATER PLAN AND PROFILE STA. 49+00 - 57+00

CITY OF
PFLUGERVILLE
WILBARGER WW
INTERCEPTOR



No.	Revision	By	Date

5



1" = 10' VERTICAL
1" = 20' HORIZONTAL
HALF SIZE

- SHEET NOTES:**
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 - CONTRACTOR SHALL SUBMIT BORING PLAN TO INSPECTOR AND ENGINEER FOR REVIEW AND APPROVAL. BORING/RECEIVING SHAFT LOCATIONS AND DIMENSIONS ARE FOR INFORMATIONAL PURPOSES ONLY. (N.S.P.)
 - CONTRACTOR SHALL PROVIDE THEIR OWN DEWATERING SYSTEM PER THE SPEC 33.05.50 AND REFER TO GEOTECHNICAL REPORT.
 - WATERLINE HAS NOT LOCATED. CONTRACTOR NEEDS TO PLACE BY APPROPRIATE METHODS WATERLINE IN LOCATION IS APPROXIMATE ACCORDING TO OLD SUE REPORT FOR THIS PROJECT PROVIDED BY ARIAS & ASSOCIATES INC. CONTRACTOR SHALL REFER TO THE GEOTECHNICAL DESIGN REPORT.



Kimley»Horn			
Firm No. F-928 10814 Jollyville Road, Campus IV, Suite 200, Austin TX, 78759 P:512-646-2237			
No.	Revision	By	Date



CITY OF
PFLUGERVILLE
WILBARGER WW
INTERCEPTOR

WASTEWATER PLAN AND
PROFILE STA. 57+00 - 65+00



DATE:	DECEMBER 2023
DESIGN:	TR
DRAWN:	SJ/HN
CHECKED:	LP
KHA NO.:	069228913

C8

SHEET 35 OF 69

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.

WASTEWATER LINE EASEMENT AGREEMENT

THE STATE OF TEXAS §

§

COUNTY OF TRAVIS §

GRANT OF EASEMENT:

FUCHS GROVE, LLC, 1704 White Oak Loop, Round Rock, TX 78681-2114 ("Grantor"), 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 Texas home-rule city in Travis County, Texas ("Grantee"), a thirty (30) foot wide permanent wastewater line 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,

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; and Grantor, subject to the Exceptions, to Warranty, does hereby covenant and agree to WARRANT AND FOREVER DEFEND (subject to Paragraph entitled *Abandonment Clause*) title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Terms and Conditions: The following terms and conditions apply to the Wastewater Line Easement granted by this agreement. Unless otherwise noted, these terms and conditions apply to Initial Install and work done in perpetuity:

- 1) *Definitions.* For the purposes of this grant of Easement certain terms shall have the meanings that follow:
 - (a) "Grantee" shall mean Grantee and Grantee's successors and assigns who at any time own any interest in the conveyance. Depending on context herein Grantee may also mean Grantee's agents, officers, employees, contractors or subcontractors, or anyone or any entity who is present by authority or implied authority from Grantee, its agents, officers, employees, contractors or subcontractors.
 - (b) "Grantor" shall mean Grantor and Grantor's heirs, successors and assigns who at any time own any interest in the conveyance. Depending on context herein Grantor may also mean Grantor's agents, officers, employees,

contractors or subcontractors, or anyone or any entity who is present by authority or implied authority from Grantor, its agents, officers, employees, contractors, or subcontractors.

- (c) "Initial Install" shall refer to the initial construction and installation of the Wastewater Line.
 - (d) "Easement" shall refer to the thirty (30) foot wide permanent wastewater line easement granted herein. This includes the ditch at Cameron Road, where the Easement enters Grantor's property.
 - (e) "Temporary Easement" shall refer to the additional variable width easement granted herein. This includes the ditch at Cameron Road, where the Temporary Easement enters Grantor's property.
 - (f) "Install Start Date" shall refer to date ground is first broken on the conveyance by Grantee.
 - (g) "Install Complete Date" shall refer to the date construction is complete and the wastewater line is in place and ready for operation; wastewater need not be flowing in it.
 - (h) "Wastewater Line" shall mean one and only one line in the Easement, maximum diameter of which shall not exceed fifty-four (54) inches, the top of which shall be buried at least forty-eight (48) inches below the current-grade surface of the Easement, for the purpose of transmitting wastewater only. No other line, utility or transmission purpose of any kind is authorized.
- 2) *Temporary Easement.* In addition to the thirty (30) foot Easement granted herein, Grantor also grants Grantee a temporary easement (Temporary Easement) which is variable in width as described and shown on **Exhibit "B"**. Said variable width Temporary Easement shall be comprised of a forty-five (45) foot to forty-eight (48) foot easement and a twenty-five (25) foot to twenty-seven (27) foot easement that abuts and shall run along and shall be parallel to the boundaries of the permanent Easement described in Exhibit "A". The Temporary Easement shall terminate, and the easement rights shall revert to Grantor at Install Complete Date or December 31, 2026, whichever occurs first.
- 3) *Character of Easement.* The Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof. The Easement rights of use granted herein are irrevocable subject to Paragraph entitled *Abandonment Clause*. The Easement is for the benefit of Grantee.
- 4) *Purpose of Easement.* The Easement shall be used for public utility purposes, including placement, construction, installation, replacement, repair, maintenance, relocation, removal, making connections thereto, and operation of wastewater line

facilities and related appurtenances except as otherwise disallowed herein. The Easement shall also serve as the Grantee's only authorized access.

5) *Term/Abandonment Clause.* Easement shall be in perpetuity unless:

- (a) the Wastewater Line is abandoned or shall cease to be used to transmit wastewater for a period of two (2) years from the date of any cessation; or
- (b) the Easement is relinquished or abandoned by ordinance or resolution of Grantee.
- (c) In case of any of the above, this Wastewater Line Easement Agreement will terminate, and Grantee shall be required to record a release of the Easement and remove the wastewater line and all appurtenances within six months after the release is recorded. Grantee shall provide Grantor a copy of the release and photos to prove removal. Grantee will restore, level, and re-grade the ground disturbed by Grantee's use of the Easement, and Temporary Easement if applicable, to as near the original condition as practicable and pay for any damages caused to Grantor's property during the removal of the wastewater line and all appurtenances. Sections of this agreement entitled "Trenching/Backfilling" and "Restoration" shall also apply.

6) *Surface Rights.*

- a) Grantee's surface rights:
 - i) Save and except Grantor's retained right to surface use herein, Grantee's right to use the Easement is exclusive;
 - ii) Grantee shall install an entry gate across the Easement wherever the Easement intersects a government-maintained road, now and in perpetuity. At the time of execution of this agreement, this means where the Easement intersects Cameron Road, which gate shall be installed no later than Install Complete Date. In addition, Grantee retains the right to install a gate at each property boundary where the boundary intersects with the Easement. Grantee shall install its own lock on each entry gate and provide Grantor access. Such gate(s) shall remain closed when Easement is not being actively accessed. Grantee shall keep gates in good working condition.;
 - iii) Grantee retains the right to install wastewater line markers, and manholes as required by law;

Grantee shall not construct or place in the Easement any fences and culverts. The exception exists for culvert or other item(s) installed for drainage purposes, including at the time of execution of this

agreement, in the ditch along Cameron Road. Grantee will only install the appurtenances that it currently needs for its project as shown on Grantee's current construction plans (Exhibit X), although Grantee has the exclusive right to modify its construction plans in the event an unforeseen event or condition arises that necessitates changes must be made.

b) Grantor's retained surface rights:

- i) Grantor shall retain the right to use the surface of all or part of the Easement in conjunction with Grantee, without written consent from Grantee, as long as such use by Grantor does not interfere with the use of the Easement by Grantee for the easement purpose. This includes but is not limited to the right to use the Easement and Temporary Easement to plant, grow and harvest crops, perform wildlife management activities, landscape, graze animals, use as an open space, use as a walking path, and the right to construct, operate, maintain, improve, repair and replace driveways, sidewalks, fences, walking paths and unpaved roads;
- ii) Except as noted in i) above, Grantor shall not construct any building, structure or obstruction on the Easement unless such installation or construction is approved in writing by the City Manager or the City Manager's designee. Any such permitted improvement must comply with applicable ordinances, development codes and engineering guidelines of the City of Pflugerville which are in place at that time;
- iii) Grantor covenants that it will not convey any other easement that conflicts with Grantee's easement conveyed herein without express written consent of Grantee. Grantor's request shall be in writing to Grantee. Grantee shall have ninety (90) days to review such request to determine the effect, if any, on the facilities contemplated herein. Grantee may require reasonable safeguards to protect the integrity of the facilities contemplated herein, prior to granting any consent. Grantee shall not withhold consent to the granting of such easement or conflicting use unless Grantee determines in good faith that Grantee's use of the Easement will be unreasonably disturbed, obstructed, endangered or interfered with by such easement or use. Grantee's determination shall be provided in writing to Grantor, including justification for any consent withheld. In no event shall any easement cross the Easement at an angle less than forty-five (45) degrees. Any bridge must have a height clearance of not less than ten (10) feet from the bottom of the bridge to the natural grade to allow for wastewater line maintenance. Additionally, any structural elements of any bridge such as footings, pilings, columns, piers,

other structural elements and sub surface features shall not be installed within the Easement.

- 7) *Improvement and Maintenance of Easement Property.* The improvement and maintenance of the Easement and the Wastewater Line facilities will be at the sole expense of Grantee. Grantee has the right to eliminate any encroachments into the Easement, including removing or relocating any fences, subject to the terms in this Agreement if reasonably necessary to construct, install, maintain, replace, or remove the Wastewater Line facilities. Grantee has the right to construct, install, maintain, replace, and remove the facilities under or across any portion of the Easement. All matters concerning the Wastewater Line facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Grantee's sole discretion, subject to performance of Grantee's obligations under this agreement. Grantee shall not be required to replace to their original condition any landscaping, driveways or parking areas that were in existence prior to the granting of the Easement and are damaged in connection with Initial Install. However, Grantee shall be required to repair to original condition or replace, surface items, as allowed in "Surface Rights" section of this agreement, and put into place by Grantor, that are damaged or removed by Grantee after Install Complete Date.
- 8) *Maintenance of Surface/Growing Items.* Grantee has the right, but not the obligation, to mow the Permanent Easement and to trim or cut down or eliminate from the Permanent Easement and Temporary Construction Easement (while in effect) trees or shrubbery, that interfere with its Wastewater Line. Grantor has no obligation to do any maintenance of Grantee's Easements, but retains the right to do so.
- 9) *Use.* Grantee shall use the Easements only for purposes herein described. Grantee shall not use nor allow to be used any portion of the +/- 121.549 acres owned by Grantor for any purpose not herein described, including but not limited to illegal activity, recreational activity, searching and/or drilling for minerals and metals, burning, burying, dumping, fishing, hunting, using alcoholic beverages, liquor, recreational drugs, illegal drugs, firearms or fireworks.
- 10) *Work that Disrupts Surface:* Non-emergency work (work not required due to a wastewater leak) shall be commenced only when crops are not growing in the Easement or the Temporary Easement, if the latter is applicable at the time.
- 11) *Trenching/Backfilling of Trenches:* Grantee understands that Grantor needs access to the North/East portion of their property at all times for farming and wildlife management activities. Grantee agrees to ensure that at least one sixty-five (65) foot crossing will be available for farm equipment crossing at all times. Any excavated caliche/rocky soil, stones or gravel which is not backfilled into the trench shall be promptly removed from the premises by Grantee.
- 12) *Restoration:* The Easement, including any now-existing ditches, shall be

compacted to the same grade as before work commenced, so as not to interfere with future drainage and so that there is no subsidence, uplift or erosion therein. All provisions in this paragraph apply to Initial Install and to any work disturbing the grade in perpetuity. This paragraph also applies to Temporary Easement during Initial Install.

- 13) Terraces: The existing terraces on Grantor's property shall be restored to the same grade as before the Initial Install so as to not interfere with future drainage and so that there is no subsidence, uplift, or erosion.
- 14) *Environmental Clause/Chemical Use*: Except for specific substances Grantee has been licensed or permitted by applicable public authorities to use, Grantee shall not use, dispose of or release on or under the Easement or Grantor's lands adjacent thereto, or permit to exist or be used, disposed of or released any herbicides, pesticides, or similar chemicals, nor any substances which are defined as "hazardous materials", "toxic substances", or "solid waste" in federal, state, or local laws, statutes, or ordinances. Should any hazardous material, toxic substance, contaminated waste, solid waste, spills or leaks from the water line be released, Grantee shall notify Grantor immediately after notifying the applicable governmental body of such event. Grantee shall be responsible for and timely pay all costs of cleanup, remediation, and other cost related to and arising from the event, including but not limited to penalties, attorneys' fees, and expert fees associated with assessing damage to Grantor's property.
- 15) *Livestock*: Grantee will take reasonable measures (including, but not requiring, consideration of temporary fencing) to prevent livestock from being injured by falling into an open ditch during the construction or any post-construction or inspections performed by Grantee of the Wastewater Line. Grantee will promptly pay Grantor for any livestock that are injured or killed by falling into Grantee's open ditch due to Grantee's negligence, provided Grantor gives Grantee notice of the same in writing accompanied by reasonable documentation supporting the same. If Grantee or any of Grantee's Contractors, Subcontractors, Agents, Employees, its successors or its assigns (Grantee's Group) leave gates open on the property or fail to secure Grantor's fencing and Grantor's livestock leave Grantor's property due to Grantee's Group's negligence, gross negligence, willful misconduct or strict liability, Grantee, its successors and its assigns will be liable for all reasonable and actual damages and shall defend with counsel of Grantee's choice, and hold harmless Grantor, and Grantor's heirs, executors, administrators, successors and assigns, from and against all liability, claims, suits, causes of action, costs, expenses (including reasonable attorneys' fees) damages, losses and causes of action for damages asserted by persons or entities unaffiliated with the indemnified parties because of injury to persons (including death) and injury or damage to or loss of any property, vehicles, or improvements. Grantee will also reimburse Grantor for any reasonable cost that Grantor occurs while returning livestock back to its property due to Grantee leaving open a gate or failing to secure a fence.

- 16) *Fencing*: Grantee shall promptly repair and replace any fence that is damaged or destroyed in connection with Grantee's acts or omissions on or near Grantor's property, using fencing materials and construction matching as closely as possible to those existing at the time of entry. Prior to cutting any fence, Grantee shall obtain written approval from Grantor and Grantee shall brace the existing fence to be cut adequately on both side of the proposed cut by suitable H-braces made of steel pipe so to prevent the remainder of the fence from sagging. Before the fence wire is cut, it is to be attached to the posts in a manner that there will be no slackening of or damage to the wire. Any damages caused by Grantee to gates, cattle guards, or any other improvements on Grantor's property shall be repaired by Grantee.
- 17) *Equipment Removal*:
- (a) Within sixty (60) days after Install Complete Date or within sixty (60) days after completion of work in perpetuity, all equipment and other items disallowed in this agreement shall be removed from the Easement, and Temporary Easement if applicable; except that,
 - (b) during Initial Install, such date shall include December 31, 2026, whichever occurs first.
- 18) *Temporary Easement Release*: Within sixty (60) days after Install Complete Date, however in no event later than December 31, 2026, whichever occurs first, Grantee shall provide to Grantor a copy of the release of the Temporary Easement filed with Travis County.
- 19) *Assignment*: Grantee shall not assign this Agreement without Grantor's prior written consent, which consent shall not be unreasonably withheld. Grantee can only assign this Agreement to an affiliate, subsidiary, parent company, or entity that is authorized to operate a wastewater line. In the event of a permitted assignment, Grantee and Grantor acknowledge and agree that the assignee shall succeed to the rights and obligations of Grantee under this Agreement. Grantee will provide Grantor written notice of the assignment. This shall not apply to a utility other than one authorized to operate a wastewater line.
- 20) *Damages*: To the extent allowed by law, the consideration paid by Grantee in this Agreement includes the market value of the Easements, both permanent and temporary, any and all damages to Grantor's remaining property and for reasonably anticipated damages caused to the surface of Grantor's lands within the Easements during the Initial Install of the Wastewater Line and related facilities, including damages to growing crops. The initial consideration does not cover any damages including crop damages, caused by Grantor after Install Complete Date, to any portion of the +/- 121.549 acres owned by Grantor, including the Easement, nor does it cover any other damages incurred from time to time as hereinafter more specifically set forth. After the Install Complete Date, Grantee shall pay Grantor for all damages caused by reason of the operation, maintenance, repair, alteration and/or servicing of the Wastewater Line, In addition, sections of this agreement entitled "Trenching/Backfilling" and "Restoration" shall also apply.

- 21) *As-Built Plans and Status Reports:* Grantee shall provide Grantor with as built plans of the Wastewater Line located within the Easement on Grantor's property only indicating the location of the Wastewater Line, related structures or items. When requested by Grantor, Grantee shall provide a status report to Grantor; examples include but are not limited to estimated or actual Install Start Date and Install Complete Date, estimated or actual start and complete date of maintenance, and whether the Wastewater Line is currently in use.
- 22) *Mineral Rights Retained:* Grantor shall retain all rights, title and interest in and to all the oil, gas, and other minerals (whether part of the mineral estate or the surface estate) in, on, and under the Easement, and the Temporary Easement.
- 23) *Access to Wastewater Line:* Grantee hereby covenants and agrees that the wastewater line will accommodate sewage flow with an ongoing minimum capacity sufficient to provide for residential or commercial development of Grantor's 121.549 acres, whenever that should occur. Grantor retains the perpetual right to request access to the wastewater line by way of an encroachment agreement and Grantee covenants and agrees that it will not unreasonably withhold granting of such access, whenever that should occur.
- 24) *Indemnification:* To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment. To the extent allowed by law, Grantee, its successors and assigns, shall hold harmless, indemnify and defend Grantor, and Grantor's heirs, successors and assigns from all losses, damages, fines and costs of every type and character arising out of and proximately caused due to the act or omission of Grantee, its agents, officers, employees, contractors or subcontractors, or anyone or any entity on the Easement, who is present by authority or implied authority, from Grantee, its agents, officers, employees, contractors or subcontractors. Additionally, such duty to indemnify, hold harmless and defend Grantor shall include Grantee's payment of Grantor's attorneys' fees, court costs and expenses.
- 25) *Liability:* Grantor will not be held liable for any causes of action, or any loss or damages caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment. To the extent allowed by law, Grantor, Grantor's heirs, successors, and assigns shall be held harmless, from all losses, damages, fines and costs of every type and character arising out of and proximately caused due to the act or omission of Grantee, its agents, officers, employees, contractors or subcontractors, or anyone or any entity on the Easement who is present by authority or implied authority, from Grantee, its agents, officers, employees, contractors or subcontractors.
- 26) *As-Is Clause:* Grantee, its employees, contractors, subcontractors, invitees, licensees, and all of their respective agents, employees, or other working on their

behalf, or any all person entering upon said lands under this Agreement herein granted (collectively "Grantee Group") accept the property in an "as is" condition, acknowledge that they and each of them recognize that the land and area into which they are entering there may be unevenness, holes, and conditions both open and apparent and concealed in and about the area which may be dangerous to persons in the area, and they accept said lands in that condition.

- 27) *Equitable Rights of Enforcement.* This Wastewater Line Easement Agreement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.
- 28) *Temporary Erosion Control:* Grantee shall install temporary erosion controls as required by applicable environmental regulations before any disturbance of the soil on the Easement and Temporary Easement and maintain such controls throughout any work done, including but not limited to construction, repairs or maintenance. Grantee shall restore to its original elevation and contour, including drainage contours of the Easement and Temporary Easement, as nearly as reasonably practicable, and shall cause re-vegetation work to be performed on, any ditch or stream banks damaged by the construction of the Wastewater Line across the easements.
- 29) *Compliance with Laws:* Grantee agrees to comply in all respects, at its sole cost, with all applicable federal, state and local laws, rules, and regulations which are applicable to Grantee's activities hereunder, including without limitation, the required permitting, licenses and fees, construction, use, operation, maintenance, repair and service of Grantee's Wastewater Line, associated equipment and appurtenances thereto.
- 30) *Disputes:* Any disputes between the parties concerning this Agreement shall be resolved by the local district court or county court at law of Travis County, Texas.
- 31) *Condemnation Authority.* This Easement is granted in lieu of and under the imminence of condemnation as provided in the Internal Revenue Code, and Grantee represents that it has the power and authority to condemn this Easement as a Texas _____, under the authority of Texas _____ Code _____ Chapters _____, _____, _____.
- 32) *Grantee Violation.* In the event Grantor believes Grantee has failed to comply with this agreement, Grantor shall notify Grantee in writing and Grantee shall have 90 business days to cure the violation or 60 business days to contest in writing to Grantor that a violation exists.

- 33) *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.
- 34) *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.
- 35) *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.
- 36) *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.
- 37) *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately 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.
- 38) *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.
- 39) *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. If there are any conflicts or contradictions between this Agreement and any other agreements between Grantor and Grantee, this Agreement and the terms in this Agreement shall control.
- 40) *Exceptions to Warranty.* This grant is subject to any and all encumbrances and easements of record, to the extent the same are valid and enforceable. Grantee acknowledges that Grantor has not conducted a title search nor is Grantor responsible for conducting a title search on Grantor's property. In addition, this conveyance is made by Grantor and accepted by THE CITY OF PFLUGERVILLE, TEXAS subject to the following:
- (a) visible and apparent easements not appearing of record;
 - (b) any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and

(c) easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Travis County, Texas that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

41) *Legal Construction.* 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.

42) *Notices/Contact.* Any notice required or permitted under this agreement must be in writing. Any and all notices initiated by Grantee to Grantor will, at a minimum, be emailed to all of the following Grantor emails. Cell phone numbers provided, should they be needed however calls, messages, texts do not negate email requirement:

- (1) fuchsgrove@gmail.com (Fuchs Grove, LLC)
- (2) ericfox11@gmail.com (Eric Fox 903-360-5969)
- (3) austinwfox@gmail.com (Austin Fox 903-360-5872)
- (4) pamfuchs@hotmail.com (Pamela Fuchs 512-379-9451)

<Grantee contact: Norma Martinez
Real Estate Manager
City of Pflugerville
15500 Sun Light Near Way
Pflugerville, Texas 78691
(512) 990-6342
normam@pflugervilletx.gov

Grantor Notice of Intent to Access Easement. After Install Complete Date, 72-hour notice of intent to access the Easement for any purpose including but not limited to inspections and surveys, shall be provided by email to the above. Exception to the 72-hour notice requirement is granted in the event of an emergency, defined only as times where wastewater is leaking, however emailed notice is still required as soon as possible after entry.

Emailed notices are deemed to be delivered immediately when sent unless sender receives a notice the email was unable to be delivered.

Mailed notices are deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, as long as postage is prepaid, by certified mail, return receipt requested. Mailed notices initiated by Grantee to Grantor will be mailed to both of the following addresses: Fuchs Grove, LLC – 1704 White Oak Loop, Round Rock, TX 78681, and Eric Fox – 7272 Medio Crk, Tyler, TX 75703. Grantor reserves the right to request and Grantee agrees to provide proof of delivery in the form of a copy of the return receipt request.

Any contact information for notice may be changed by written notice delivered as provided herein.

- 43) *Recitals/Exhibits.* Any recitals in this agreement are represented by the parties to be accurate and constitute a part of the substantive agreement. All exhibits referenced herein are attached hereto and incorporated by reference herein for all purposes.
- 44) *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.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 2024.

GRANTOR:

FUCHS GROVE, LLC

By: _____
Pamela Fuchs, President and Managing
Member

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2024, by Pamela Fuchs, for the purposes and consideration and in the capacity therein expressed.

(seal) _____
Notary Public Signature

FUCHS GROVE, LLC
By:

Eric A. Fox, Vice-President and Member

THE STATE OF TEXAS

COUNTY OF _____

'
'
'

This instrument was acknowledged before me on _____, 2024, by
Eric A. Fox, for the purposes and consideration and in the capacity therein expressed.

(seal)

Notary Public, State of Texas

FUCHS GROVE, LLC
By:

Austin W. Fox, Vice-President and Member

THE STATE OF TEXAS

COUNTY OF _____

'
'
'

This instrument was acknowledged before me on _____, 2024, by
Austin W. Fox, for the purposes and consideration and in the capacity therein expressed.

(seal)

Notary Public, State of Texas

GRANTEE:

AGREED AND ACCEPTED:

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

By: _____
Sereniah Breland, City Manager

ATTEST:

Trista Evans, City Secretary

THE STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on _____, 2024, by
_____, City Manager of the City of Pflugerville, Texas, a Texas home-rule
municipality, on behalf of said municipality.

(seal)

Notary Public Signature