

EASEMENT PURCHASE AGREEMENT
Kelly Stephen Pfluger, et al (SELLER)

This Purchase Agreement (this "Agreement") is made and entered into by and between the **CITY OF PFLUGERVILLE, TEXAS**, a Texas home rule municipality corporation ("Buyer"), and **PHILIP A. MARTIN, INDIVIDUALLY AND AS PERSONAL REPRESENTATIVE OF THE ESTATE OF CHARLES R. KUHN, DECEASED; KELLY STEPHEN PFLUGER, INDEPENDENT EXECUTOR OF THE ESTATE OF JOHN A. PFLUGER, DECEASED; ALICE ANDERSON PFLUGER, INDIVIDUALLY AND AS INDEPENDENT EXECUTRIX OF THE ESTATE OF THOMAS W. PFLUGER, DECEASED; GREGORY ALLEN PFLUGER; DIANA MARIE PFLUGER; KELLY STEPHEN PFLUGER; VICKI LYNN PFLUGER; PATRICIA M. PFLUGER, AS SUCCESSOR TRUSTEE OF THE ROBERT D. PFLUGER FAMILY TESTAMENTARY TRUST; SCARLET S. WIELAND A/K/A SCARLET S. HONEYCUTT; KRISTY K. WIELAND A/K/A KRISTY K. MAY; THE WIELAND FAMILY LTD., A TEXAS LIMITED PARTNERSHIP; DUSTIN LELAND PFLUGER; SUSAN PFLUGER, AS TO A LIFE ESTATE; TEXAS GULF BANK, N.A. AS TRUSTEE OF THE MANAGEMENT TRUST FOR THE BENEFIT OF HOLLY JEAN PFLUGER CREATED IN THE ESTATE OF BYRON PFLUGER, DECEASED**, ("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 Tracts 1, 2 and 3 in a Foreclosure Deed recorded in Document No. 2012081067 and Document, Official Public Records of Travis County, Texas.

B. Buyer requires acquisition of portions of this tract for a wastewater easement **Exhibit "A"** and a temporary workspace easement **Exhibit "B"** for the Sorento Wastewater Interceptor CIP project.

C. Seller is willing to convey and Buyer to purchase the wastewater easement and the temporary workspace easement for the negotiated settlement value of **\$5,500.00**.

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 easement for the purpose of providing access for the operation, repair, maintenance, placement, replacement, relocation, removal, operation, expansion, connections, of the public wastewater utility facilities and related appurtenances which are constructed and installed therein as described in **Exhibit "A"**; and a temporary workspace easement for any and all purposes incident to effectuating the Project, including but not limited to construction staging, equipment storage, temporary spoil storage, and access as described in **Exhibit "B"**. 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. Five Thousand Five Hundred and NO/100 Dollars **(\$5,500.00)** to be paid at closing.

III.

The Property. A variable width wastewater easement and a variable width temporary workspace easement over, across, under and through Tracts 1, 2 and 3 in a Forclosure Deed recorded in Document No. 2012081067, Official Public Records of Travis County, Texas 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 Easement Agreement **Exhibit "C"**, 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. *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
Attn: Brandon Wade, City Manager
100 East Main Street
Pflugerville, Texas 78660

Seller: Kelly Stephen Pfluger, et al
1001 W. Pecan Street
Pflugerville, Texas 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"** and **Exhibit "B"**, and 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.

This Purchase Agreement may be executed in multiple original counterparts and each of such counterparts, shall, for all purposes, be deemed to be an original, and, as such, be binding upon each person or party executing any counterpart, and the combined executed signature pages of the counterparts, when attached to one original counterpart, shall constitute the fully executed Purchase Agreement.

SELLER:

Philip A. Martin, Individually and as
Personal Representative of the Estate
of Charles R. Kuhn, deceased

Kelly Stephen Pfluger, Independent
Executor of the Estate of John A.
Pfluger, deceased

Gregory Allen Pfluger

Alice Anderson Pfluger, Individually and as
Independent Executrix of the Estate of
Thomas W. Pfluger, deceased

Diana Marie Pfluger

Kelly Stephen Pfluger

Vicki Lynn Pfluger

Patricia M. Pfluger, as Successor Trustee of
the Robert D. Pfluger Family Testamentary
Trust

Scarlet S. Wieland a/k/a Scarlet S.
Honeycutt

Kristy K. Wieland a/k/a Kristy K. May

Susan Pfluger, as to a Life Estate

Texas Gulf Bank, N.A. as Trustee of the
Management Trust for the benefit of
Holly Jean Pfluger created in the Estate
of Byron Pfluger, deceased

Dustin Leland Pfluger

By _____

Its _____

**The Wieland Family Ltd.,
a Texas Limited Partnership**

**The Wieland Family Ltd.,
a Texas Limited Partnership**

By: The Wieland FLP Management Trust,
its Co-General Partner

By: The Wieland FLP Management Trust,
its Co-General Partner

Homer Edward Wieland, Trustee

Janice Kuhn Wieland, Trustee

PURCHASER:

CITY OF PFLUGERVILLE,
a Texas home rule municipality

By: _____
Brandon Wade, City Manager

ATTEST:

Karen Thompson, City Secretary

df/md

Exhibit "A"
Page 1 of 2
March 30, 2015

0.967 Acre Wastewater Easement
John Liesse Survey No. 18
Abstract - 496
Travis County, Texas

DESCRIPTION

DESCRIPTION OF A 0.967 ACRE TRACT OF LAND SITUATED IN THE JOHN LIESSE SURVEY NO. 18, ABSTRACT 496, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 16.925 ACRE TRACT DESCRIBED AS TRACT 1 IN A FORCLOSURE DEED CONVEYED TO AUGUST KUHN ESTATE OF RECORD IN DOCUMENT NO. 2012081067, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND A PORTION OF THAT CERTAIN 15.967 ACRE TRACT DESCRIBED AS TRACT 2 IN SAID FORCLOSURE DEED, AND THAT CERTAIN 15.623 ACRE TRACT DESCRIBED AS TRACT 3 IN SAID FORCLOSURE DEED, SAID 0.967 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1-inch iron pipe found for the western most northwest corner of that certain 85.00 acre tract conveyed to ARP Autumn Ridge Partners, LP, of record in Document No. 2007114908, of said Official Public Records, same point being the southwest corner of that certain 7.94 acre tract described as Tract 2B conveyed to 130 Cactus Investments, LP, of record in Document No. 2009089987, of said Official Public Records, from which point a 1-inch iron pipe found at the southern most southwest corner of that certain 35.540 acre tract of land conveyed to 130 Cactus Investments, LP, of record in Document No. 2007104161, of said Official Public Records, bears North 27°18'44" East, a distance of 1217.00 feet;

THENCE, South 63°49'02" East, with the common boundary line between said 85.00 acre tract and said Tract 2B, a distance of 1838.84 feet to a fence corner found for the southeast corner of said Tract 2B, same point being the southwest corner of said Tract 3;

THENCE, South 61°49'48" East, with the common boundary line of said Tract 3 and said 85.00 acre tract, a distance of 536.32 feet to a point for the southwest corner and the **POINT OF BEGINNING** of the herein described tract;

THENCE, over and across said Tract 3, said Tract 2, and said Tract 1 the following two (2) courses and distances;

1. North 01°56'44" East, a distance of 417.93 feet to a point;
2. North 07°56'38" East, a distance of 633.98 feet to a point on the north boundary line of said Tract 1, same line being the south boundary line of that certain 16.747 acre tract, conveyed to ARP Autumn Ridge Partners, LP, of record in Document No. 2007100730, of said Official Public Records;

mdc
31 MAR 2015

THENCE, South 62°46'26" East, with said common boundary line a distance of 42.38 feet to a point for the northeast corner of the herein described tract;

THENCE, over and across said Tract 1, said Tract 2, and said Tract 3 the following two (2) course and distances;

1. South 07°56'38" West, a distance of 617.89 feet to a point;
2. South 01°56'44" West, a distance of 435.54 feet to a point on said common boundary line of Tract 3 and the 85.00 acre tract, for the southeast corner of the herein described tract;

THENCE, North 61°49'48" West, with said common boundary line, a distance of 44.59 feet, to the **POINT OF BEGINNING** and containing 0.967 acres of land within these metes and bounds.

Reference is herein made to the sketch of this tract accompanying this metes and bounds description.

The subject tract described herein is an easement, therefore no monuments were set for corners.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). All distances were adjusted to the surface using a Surface Adjustment Factor of 1.00010. (Surface = Grid X Surface Adjustment Factor)

I certify that this description was prepared from a survey made on the ground on March 19, 2015, under my supervision.

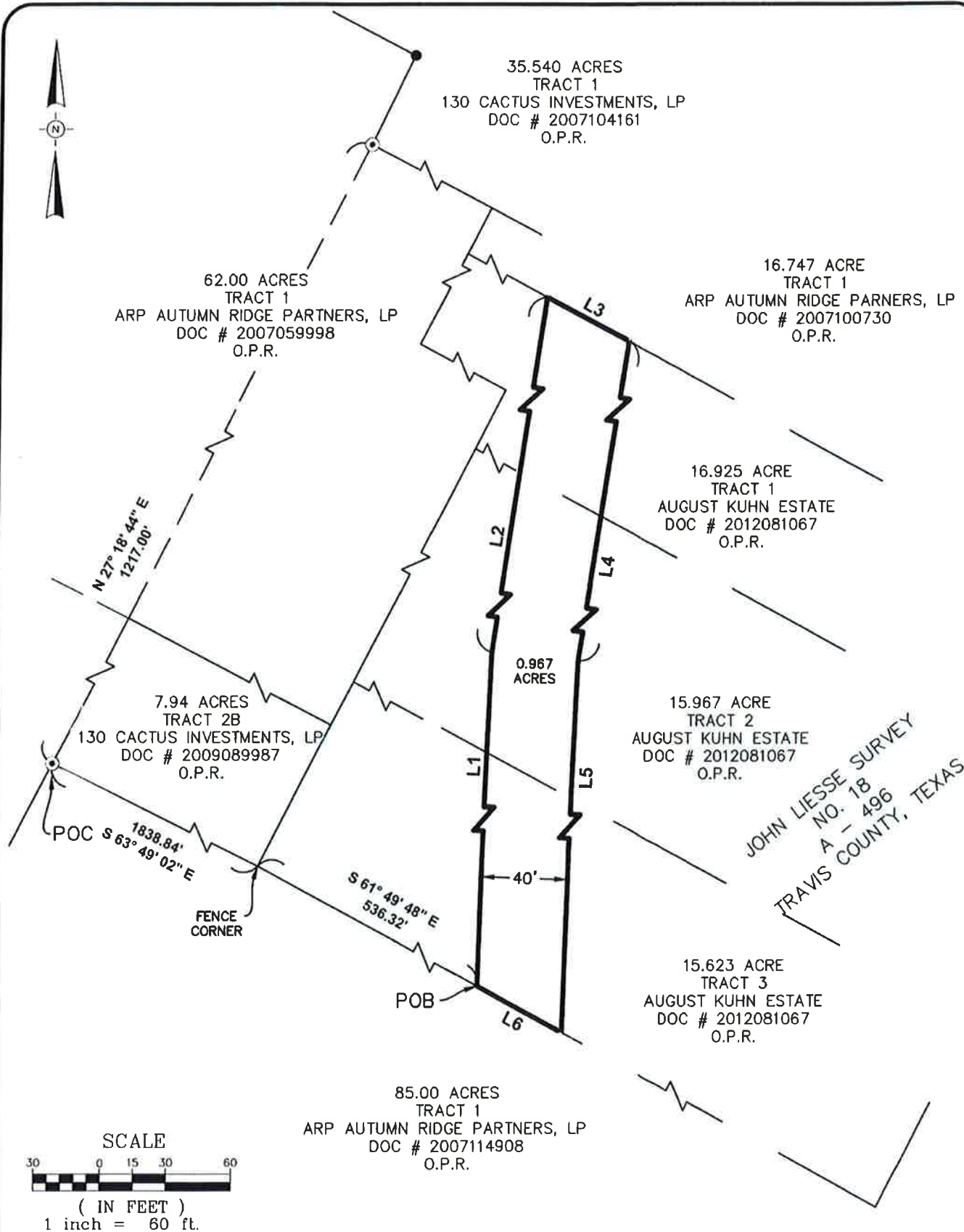
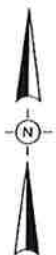
COBB, FENDLEY & ASSOCIATES, INC


31 MAR 2015
Miguel A. Escobar, LSLS, RPLS
Texas Registration No. 5630



G:\Survey_PROJECTS\2013\1312-056-01 Pflugerville-Sorento_WL\DATA\PDFS\EASEMENT PLOTS\1312-056-01-Sorento-Esmt-Ugust Kuhn Estate.docx

Dwg. Info: G:\Survey\PROJECTS\2013\1312-056-01 Plugerville-Sorento-WWL\CAD\C3D\DWG\1312-056-01-Sorento-Ermt-August Kuhn Estate.dwg - Tab: PG 1 - Plotted: 3/31/2015 7:29 AM By: CAREY JOHNSON



TBPLS FIRM REG 10046701

PROJECT: SORENTO_WWL
JOB NUMBER: 1312-056-01
DATE: 2015-03-30
SURVEYOR: M.A. ESCOBAR
PARTY CHIEF: N/A



CobbFendley

505 East Huntland Drive, Suite 485
Austin, Texas 78754-5136
512.834.9798 | fax 512.834.9553

Easement Exhibit "A"
Wastewater Easement
Description

PAGE 1 OF 2

MAK
31 MAR 2015

Dwg Info: G:\Survey\PROJECTS\2013\1312-056-01 Pluigerville-Sorento-WL\CAD\C3D\DWG\1312-056-01-Sorento-Ernest-August Kuhn Estate.dwg - Tab: PG 2 - Plotted: 3/31/2015 7:30 AM By: CAREY JOHNSON

LEGEND

- O.P.R. - OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- POC - POINT OF COMMENCEMENT
- POB - POINT OF BEGINNING
- ⊙ - 1" IRON PIPE, FOUND EXCEPT AS NOTED
- - 1/2" IRON ROD, FOUND EXCEPT AS NOTED

REFERENCE IS HEREIN MADE TO THE METES AND BOUNDS DESCRIPTION OF THIS TRACT ACCOMPANYING THIS SKETCH.

THE SUBJECT TRACT DESCRIBED HEREIN IS AN EASEMENT, THEREFORE, NO MONUMENTS WERE SET FOR CORNERS.

BEARING REFERENCE: TEXAS
COORDINATE SYSTEM OF 1983,
CENTRAL ZONE (NAD_83 (2011)). ALL
DISTANCES WERE ADJUSTED TO THE
SURFACE USING A SURFACE
ADJUSTMENT FACTOR OF 1.00010.
(SURFACE = GRID X SURFACE
ADJUSTMENT FACTOR)

Line Table		
Line #	Direction	Length
L1	N 01°56'44" E	417.93'
L2	N 07°56'38" E	633.98'
L3	S 62°46'26" E	42.38'
L4	S 07°56'38" W	617.89'
L5	S 01°56'44" W	435.54'
L6	N 61°49'48" W	44.59'

I CERTIFY THAT THIS DESCRIPTION
WAS PREPARED FROM A SURVEY
MADE ON THE GROUND ON MARCH
19, 2015, UNDER MY SUPERVISION.

COBB, FENDLEY & ASSOCIATES, INC.

 31 MAR 2015

MIGUEL A. ESCOBAR, LSLS, RPLS
TEXAS REG NO. 5630



TBPLS FIRM REG 10046701

PROJECT: SORENTO WWL
JOB NUMBER: 1312-056-01
DATE: 2015-03-30
SURVEYOR: M.A. ESCOBAR
PARTY CHIEF: N/A



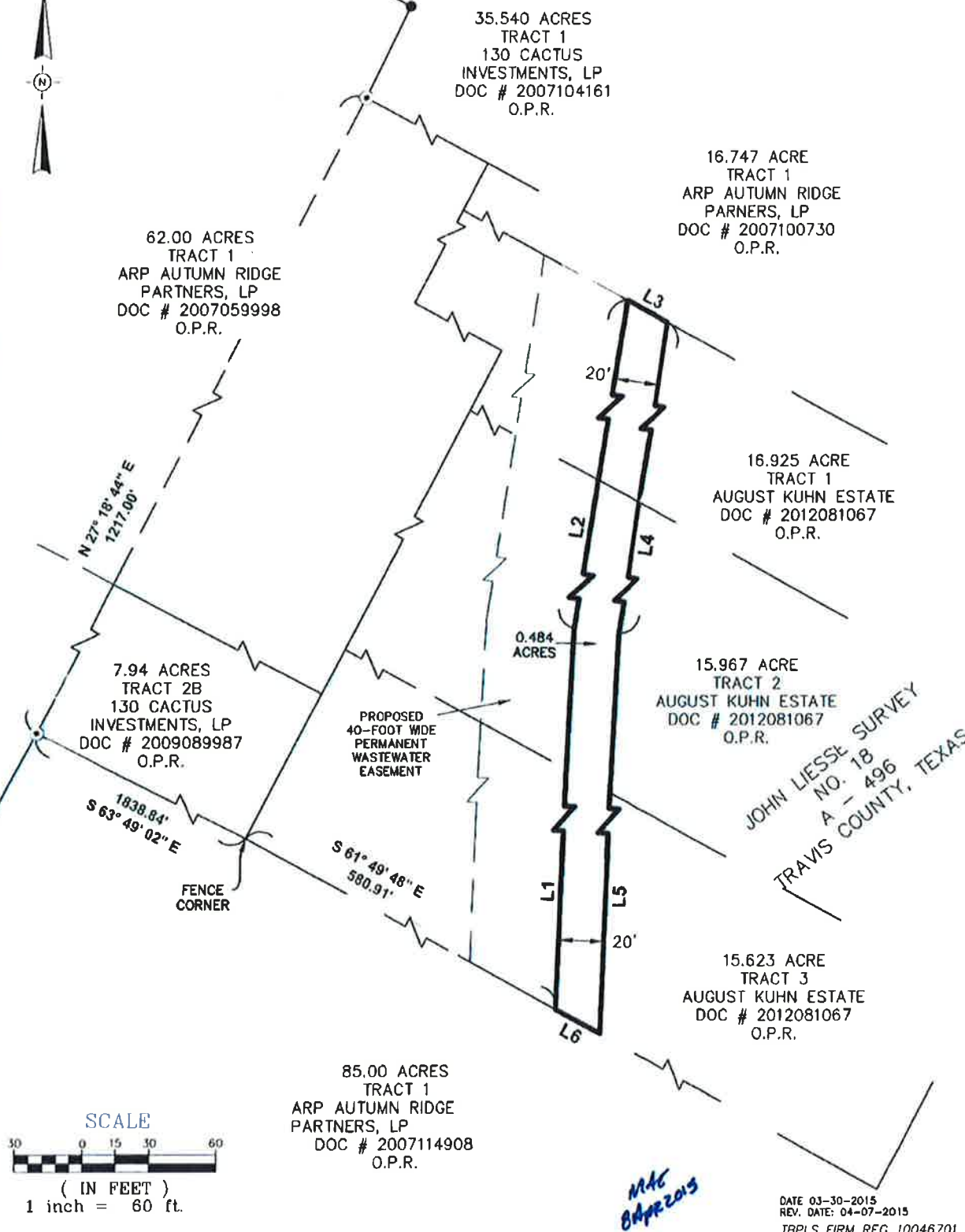
CobbFendley

505 East Huntland Drive, Suite 485
Austin, Texas 78754-5136
512.834.9798 | fax 512.834.9553

Easement Exhibit " A "
Wastewater Easement
Description

PAGE 2 OF 2

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/2015 11:11 PM By: STACI HERBOLD
C:\Users\jherbold\OneDrive\Documents\2015\11\2-036-01\Pluggingville-Sorento_WL\CAD\CAD\DWG\1312-055-01-Sorento-Temp Esmt-August Kuhn Estate Rev 01.dwg - Plotted:

LEGEND

- O.P.R. - OFFICIAL PUBLIC RECORDS OF TRAVIS
COUNTY, TEXAS
- POC - POINT OF COMMENCEMENT
- POB - POINT OF BEGINNING
- ⑥ - 1" IRON PIPE, FOUND EXCEPT AS NOTED
- - 1/2" IRON ROD, FOUND EXCEPT AS NOTED

Line Table		
Line #	Direction	Length
L1	N 01°56'44" E	435.54'
L2	N 07°56'38" E	617.89'
L3	S 62°46'26" E	21.19'
L4	S 07°56'38" W	609.85'
L5	S 01°56'44" W	444.35'
L6	N 61°49'48" W	22.30'

I CERTIFY THAT THIS DESCRIPTION
WAS PREPARED FROM A SURVEY
MADE ON THE GROUND ON MARCH
19, 2015, UNDER MY SUPERVISION.

COBB, FENDLEY & ASSOCIATES, INC.

MIGUEL A. ESCOBAR, LSLS, RPLS
TEXAS REG NO. 5630

DATE 03-30-2015
REV. DATE: 04-07-2015



THE SUBJECT TRACT DESCRIBED
HEREIN IS AN EASEMENT, THEREFORE,
NO MONUMENTS WERE SET FOR
CORNERS.

BEARING REFERENCE: TEXAS
COORDINATE SYSTEM OF 1983,
CENTRAL ZONE (NAD_83 (2011)). ALL
DISTANCES WERE ADJUSTED TO THE
SURFACE USING A SURFACE
ADJUSTMENT FACTOR OF 1.00010.
(SURFACE = GRID X SURFACE
ADJUSTMENT FACTOR)

TBPLS FIRM REG 10046701

PROJECT:	SORENIO_WW1
JOB NUMBER:	1312-056-01
DATE:	2015-04-07
SURVYOR:	M.A. ESCOBAR
PARTY CHIEF:	N/A



CobbFendley

505 East Huntland Drive, Suite 485
Austin, Texas 78754-5136
512.834.9798 | fax 512.834.9553

Easement Exhibit " B "

Temporary Wastewater
Easement

PAGE 2 OF 2

EXHIBIT "C"

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 EASEMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

GRANT OF EASEMENT:

PHILIP A. MARTIN, INDIVIDUALLY AND AS PERSONAL REPRESENTATIVE OF THE ESTATE OF CHARLES R. KUHN, DECEASED; KELLY STEPHEN PFLUGER, INDEPENDENT EXECUTOR OF THE ESTATE OF JOHN A. PFLUGER, DECEASED; ALICE ANDERSON PFLUGER, INDIVIDUALLY AND AS INDEPENDENT EXECUTRIX OF THE ESTATE OF THOMAS W. PFLUGER, DECEASED; GREGORY ALLEN PFLUGER; DIANA MARIE PFLUGER; KELLY STEPHEN PFLUGER; VICKI LYNN PFLUGER; PATRICIA M. PFLUGER, AS SUCCESSOR TRUSTEE OF THE ROBERT D. PFLUGER FAMILY TESTAMENTARY TRUST; SCARLET S. WIELAND A/K/A SCARLET S. HONEYCUTT; KRISTY K. WIELAND A/K/A KRISTY K. MAY; THE WIELAND FAMILY LTD., A TEXAS LIMITED PARTNERSHIP; DUSTIN LELAND PFLUGER; SUSAN PFLUGER, AS TO A LIFE ESTATE; TEXAS GULF BANK, N.A. AS TRUSTEE OF THE MANAGEMENT TRUST FOR THE BENEFIT OF HOLLY JEAN PFLUGER CREATED IN THE ESTATE OF BYRON PFLUGER, DECEASED ("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 home rule city located in Travis County, Texas ("Grantee"), a wastewater easement and right-of-way ("Permanent Easement") upon and across the property of Grantor which is more particularly described on **Exhibit "A"**, and a temporary workspace easement ("Temporary Easement") more particularly described on **Exhibit "B"**, 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 Permanent Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

CHARACTER OF EASEMENT:

The Permanent Easement is an easement in gross.

PURPOSE OF EASEMENT:

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

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

In addition to the rights in the Permanent Easement, Grantor also hereby grants unto Grantee a Temporary Easement as depicted on **Exhibit "B"** for any and all purposes incident to effectuating the Project, including but not limited to construction staging, equipment storage, temporary spoil storage, and access. The duration of said Temporary Easement shall not exceed twenty four (24) months, commencing upon execution of this document and terminating upon the earlier of Grantee's completion of construction of utility lines within the Permanent Easement or **DATE TO BE DETERMINED** whichever date first occurs.

DURATION OF PERMANENT EASEMENT:

The Permanent Easement shall be perpetual.

EXCLUSIVENESS OF EASEMENT:

The Permanent 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 Permanent Easement and the rights of Grantee hereunder may be assigned in whole or in part by Grantee.

This Wastewater Easement Agreement may be executed in multiple original counterparts and each of such counterparts with the respective acknowledgments, shall, for all purposes, be deemed to be an original, and, as such, be binding upon each person or party executing any counterpart, and the combined executed signature pages of the counterparts, when attached to one original counterpart, shall constitute the fully executed Wastewater Easement Agreement.

In witness whereof, this instrument is executed this ____ day of _____, 2016.

GRANTOR:

Philip A. Martin, Individually and as
Personal Representative of the Estate
of Charles R. Kuhn, deceased

Kelly Stephen Pfluger, Independent
Executor of the Estate of John A.
Pfluger, deceased

Gregory Allen Pfluger

Alice Anderson Pfluger, Individually
and as Independent Executrix of the
Estate of Thomas W. Pfluger, deceased

Diana Marie Pfluger

Kelly Stephen Pfluger

Vicki Lynn Pfluger

Patricia M. Pfluger, as Successor Trustee
of the Robert D. Pfluger Family
Testamentary Trust

Scarlet S. Wieland a/k/a Scarlet S.
Honeycutt

Kristy K. Wieland a/k/a Kristy K. May

Susan Pfluger, as to a Life Estate

Texas Gulf Bank, N.A. as Trustee of the
Management Trust for the benefit of
Holly Jean Pfluger created in the Estate
of Byron Pfluger, deceased

Dustin Leland Pfluger

By _____

Its _____

**The Wieland Family Ltd.,
a Texas Limited Partnership**

**The Wieland Family Ltd.,
a Texas Limited Partnership**

By: The Wieland FLP Management Trust,
its Co-General Partner

By: The Wieland FLP Management Trust,
its Co-General Partner

Homer Edward Wieland, Trustee

Janice Kuhn Wieland, Trustee

AGREED AND ACCEPTED:

City of Pflugerville, Texas,
a Texas home rule municipality

By: _____
Brandon Wade, City Manager

ATTEST:

Karen Thompson, City Secretary

Acknowledgements

THE STATE OF NEW MEXICO §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____,
2016, by Philip A. Martin, Individually and as Personal Representative of the Estate of
Charles R. Kuhn, deceased.

Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____,
2016, by Kelly Stephen Pfluger, Independent Executor of the Estate of John A. Pfluger,
deceased, for the purposes stated therein.

Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____,
2016, by Gregory Allen Pfluger, for the purposes stated therein.

Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____,
2016, by Alice Anderson Pfluger, Individually and as Independent Executrix of the Estate
of Thomas W. Pfluger, for the purposes stated therein.

Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____,
2016, by Diana Marie Pfluger, for the purposes stated therein.

Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____,
2016, by Kelly Stephen Pfluger, for the purposes stated therein.

Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____,
2016, by Vicki Lynn Pfluger, for the purposes stated therein.

Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____,
2016, by Patricia M. Pfluger, as Successor Trustee of the Robert D. Pfluger Family
Testamentary Trust, for the purposes stated therein.

Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____,
2016, by Scarlet S. Wieland a/k/a Scarlet S. Honeycutt, for the purposes stated therein.

Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____,
2016, by Kristy K. Wieland a/k/a Kristy K. May, for the purposes stated therein.

Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____,
2016, by Susan Pfluger, as to a Life Estate, for the purposes stated therein.

Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____,
2016, by Dustin Leland Pfluger, for the purposes stated therein.

Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____,
2016, by _____, _____ of Texas Gulf Bank, N.A.
as Trustee of the Management Trust for the benefit of Holly Jean Pfluger created in the
Estate of Byron Pfluger, deceased, for the purposes stated therein.

Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____,
2016, by Homer Edward Wieland, Trustee, The Wieland FLP Management Trust,
Co-General Partner for The Wieland Family Ltd., a Texas Limited Partnership, on behalf
of said entities, for the purposes stated therein.

Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____,
2016, by Janice Kuhn Wieland, Trustee, The Wieland FLP Management Trust,
Co-General Partner for The Wieland Family Ltd., a Texas Limited Partnership, on behalf
of said entities, for the purposes stated therein.

Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____,
2016, by Brandon Wade, City Manager of the City of Pflugerville, Texas, a Texas home
rule municipality, on behalf of said municipality.

Notary Public, State of Texas