

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

WATER PIPELINE EASEMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

GRANT OF EASEMENT:

The PFLUGERVILLE COMMUNITY DEVELOPMENT CORPORATION (“PCDC”), a Texas economic development corporation with address of 3801 Helios Way, Pflugerville, TX, Travis County (“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”), an exclusive easement and right-of-way (“Easement”) upon and across the property of Grantor which is more particularly described on **Exhibit ”A”**, attached hereto and incorporated herein by reference (“Easement Property”). Grantor and Grantee may jointly be referred to by “the parties.”

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 WARRANT AND FOREVER DEFEND 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 to the extent that such claim arises by, through, or under Grantor.

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

1. *Definitions.* For the purposes of this grant of Easement certain terms shall have the meanings that follow:
 - (a) “Holder” shall mean Grantee and Grantee's heirs, successors and assigns who at any time own any interest in the conveyance is subject to the terms of this agreement.

- (b) “Permitted Improvements” shall mean landscaping or planting of vegetation, driveways and sidewalks; but shall not mean the construction of a building or structure unless such installation or construction is approved in writing by the City Manager or the City Manager’s designee.
 - (c) “Public water pipeline” shall mean a pipeline designed and operated to transport water.
- 2. *Character of Easement.* The Easement granted herein is "in gross," in that there is no "Benefitted Property." Nevertheless, 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 is irrevocable. The Easement is for the benefit of Holder.
- 3. *Purpose of Easement.* The Easement shall be used for public water utility purposes, including placement, construction, installation, replacement, repair, maintenance, relocation, removal, and operation of public water pipelines and related appurtenances, or making connections thereto (hereinafter collectively “Facilities”). The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, replacement and expansion of the Facilities.
- 4. *Term.* Easement shall be in perpetuity unless relinquished or abandoned by ordinance or resolution by Grantee.
- 5. *Reservation of Rights.* Save and except: Grantor retains the right to surface use. Grantor and Grantor’s heirs, successors, and assigns shall retain the right to use the surface of all or part of the Easement Property in conjunction with Holder as long as such use by Grantor and Grantor’s heirs, successors, and assigns neither interferes nor conflicts with the use of the Easement Property by Holder for the Easement Purpose. *Grantor shall not construct any building, structure or obstruction on the Easement Property. Any improvement made by Grantor (Permitted Improvement) must comply with applicable ordinances, development codes, and engineering guidelines of the City of Pflugerville. Grantor shall obtain Holder’s permission prior to the start of constructing Permitted Improvements. Grantor shall not construct any fencing or gating on the Easement Property without Holder’s permission.*
- 6. *Improvement and Maintenance of Easement Property.* Subject to the provisions of Section 7, immediately below, improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property. Holder has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of

the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences or other encroachments within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities. *Holder shall not be required to repair or replace to their original condition any landscaping, driveways, parking areas, or Permitted Improvement on the Easement Property that are damaged in connection with the placement, construction, installation, replacement, repair, maintenance, relocation, removal, and operation of the Facilities.*

7. *Maintenance of Surface Easement Property/Permitted Improvements.* Notwithstanding any contrary provision, Grantor shall retain the obligation to regularly mow or cut back vegetation and to keep the surface of the Easement Property free of litter, debris, or trash.
8. *Equitable Rights of Enforcement.* This Easement 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.
9. *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.
10. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.
11. *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.
12. *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.

13. *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.
14. *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.
15. *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.
16. *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.
17. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.
18. *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.
19. *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

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 _____,
202_, by Sereniah Breland, City Manager of the City of Pflugerville, Texas, a Texas
home-rule municipality, on behalf of said municipality.

Notary Public Signature

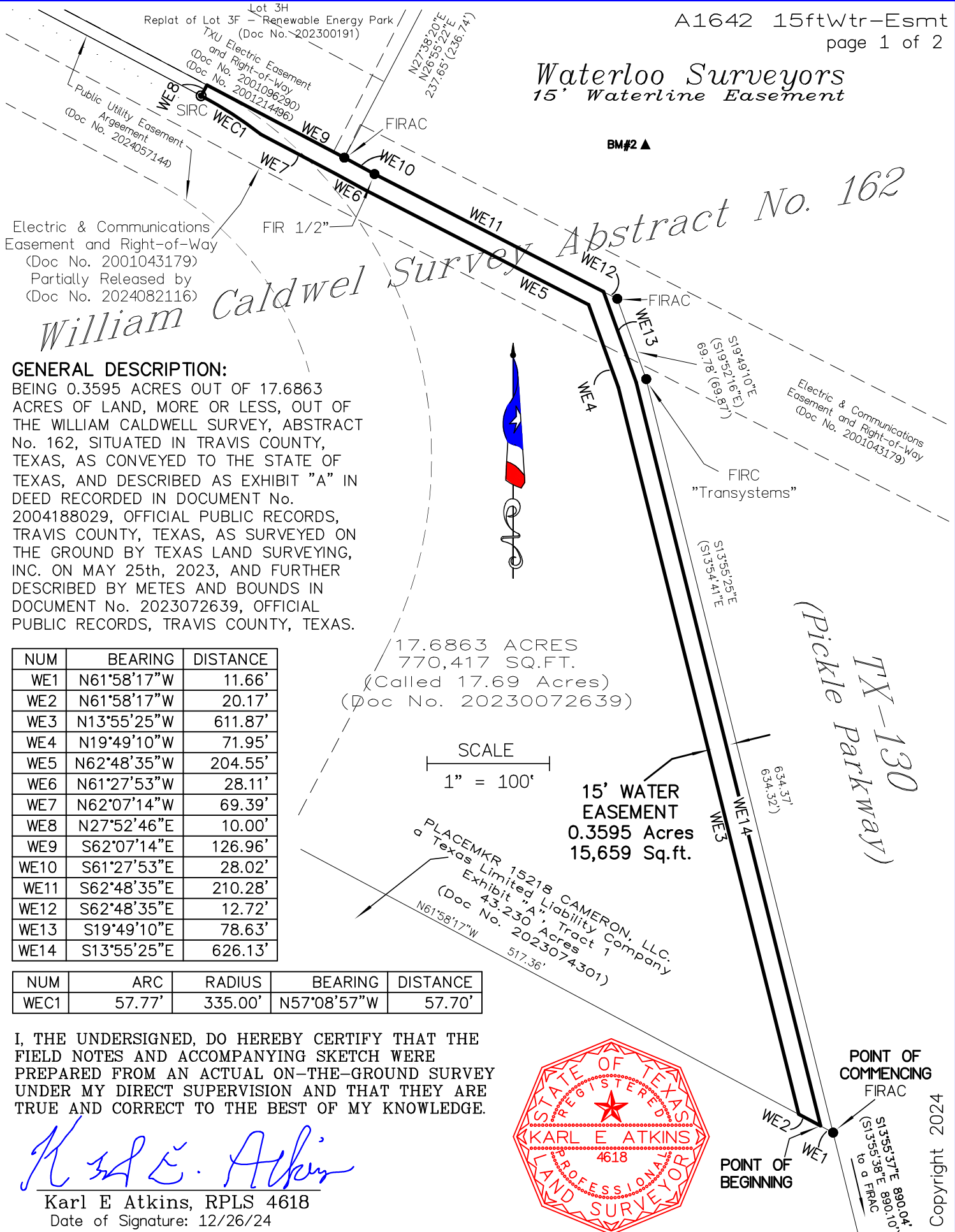
(seal)

AFTER RECORDING, RETURN TO:

City of Pflugerville
Attn.: Gordon Haws, Engineering Manager
Development Services Center
P.O. Box 589
100 W Main Street
Pflugerville, Texas 78691

EXHIBIT "A"

Waterloo Surveyors
15' Waterline Easement



GENERAL DESCRIPTION:

BEING 0.3595 ACRES OUT OF 17.6863 ACRES OF LAND, MORE OR LESS, OUT OF THE WILLIAM CALDWELL SURVEY, ABSTRACT No. 162, SITUATED IN TRAVIS COUNTY, TEXAS, AS CONVEYED TO THE STATE OF TEXAS, AND DESCRIBED AS EXHIBIT "A" IN DEED RECORDED IN DOCUMENT No. 2004188029, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AS SURVEYED ON THE GROUND BY TEXAS LAND SURVEYING, INC. ON MAY 25th, 2023, AND FURTHER DESCRIBED BY METES AND BOUNDS IN DOCUMENT No. 2023072639, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

NUM	BEARING	DISTANCE
WE1	N61°58'17"W	11.66'
WE2	N61°58'17"W	20.17'
WE3	N13°55'25"W	611.87'
WE4	N19°49'10"W	71.95'
WE5	N62°48'35"W	204.55'
WE6	N61°27'53"W	28.11'
WE7	N62°07'14"W	69.39'
WE8	N27°52'46"E	10.00'
WE9	S62°07'14"E	126.96'
WE10	S61°27'53"E	28.02'
WE11	S62°48'35"E	210.28'
WE12	S62°48'35"E	12.72'
WE13	S19°49'10"E	78.63'
WE14	S13°55'25"E	626.13'

17.6863 ACRES
770,417 SQ.FT.
(Called 17.69 Acres)
(Doc No. 20230072639)

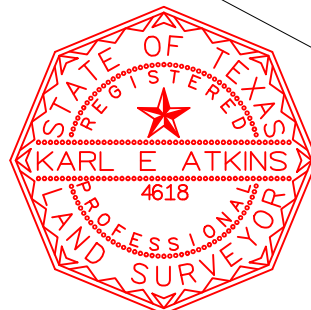
SCALE
1" = 100'

15' WATER EASEMENT
0.3595 Acres
15,659 Sq.ft.

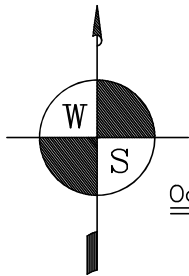
NUM	ARC	RADIUS	BEARING	DISTANCE
WEC1	57.77'	335.00'	N57°08'57"W	57.70'

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE FIELD NOTES AND ACCOMPANYING SKETCH WERE PREPARED FROM AN ACTUAL ON-THE-GROUND SURVEY UNDER MY DIRECT SUPERVISION AND THAT THEY ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Karl E. Atkins
Karl E Atkins, RPLS 4618
Date of Signature: 12/26/24



POINT OF COMMENCING FIRAC
POINT OF BEGINNING
S13°55'37"E 890.04'
to a FIRAC
S13°55'38"E 890.10'



15' Waterline Easement

October 30, 2024

page 2 of 2

BEING 0.3595 ACRES OUT OF 17.6863 ACRES OF LAND, MORE OR LESS, OUT OF THE WILLIAM CALDWELL SURVEY, ABSTRACT No. 162, SITUATED IN TRAVIS COUNTY, TEXAS, AS CONVEYED TO THE STATE OF TEXAS, AND DESCRIBED AS EXHIBIT "A" IN DEED RECORDED IN DOCUMENT No. 2004188029, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AS SURVEYED ON THE GROUND BY TEXAS LAND SURVEYING, INC. ON MAY 25th, 2023, AND FURTHER DESCRIBED BY METES AND BOUNDS IN DOCUMENT No. 2023072639, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

COMMENCING at a found aluminum capped iron rod in the west R.O.W. of TX-130 (Pickle Parkway), being the NE corner of that certain 43.230 acre tract conveyed to PlaceMKR 15218 Cameron, LLC., by general warranty deed recorded in Document No. 2023074301, Official Public Records of Travis County, Texas, same being the SE corner of said 17.6863 acre tract, from which a found aluminum capped iron rod in the west R.O.W. of TX-130 bears S13°55'37"E at a distance of 890.04 feet;

THENCE leaving the west R.O.W. of TX-130 with the north line of of said PlaceMKR tract, N61°58'17"W a distance of 11.66 to a calculated corner for the POINT OF BEGINNING of herein described easement;

THENCE continuing along said line N61°58'17"W a distance of 20.17 feet to a point;

THENCE through the interior of said 17.6863 acre tract the following seven (7) calls:

1. N13°55'25"W, a distance of 611.87 feet to a point;
2. N19°49'10"W, a distance of 71.95 feet to a point;
3. N62°48'35"W, a distance of 204.55 feet to a point;
4. N61°27'53"W, a distance of 28.11 feet to a point;
5. N62°07'14"W, a distance of 69.39 feet to a point for the beginning of a non-tangent curve;
6. Following said curve, having a radius of 335.00 feet and an arch length of 57.77 feet, whose chord bears N57°08'57"W and a distance of 57.70 feet to a point for the westernmost corner hereof;
7. N27°52'46"E, a distance of 10.00 feet to a point in the north line of said 17.6863 acre tract, same being the south line of Lot 3H, of the Replat of Lot 3F - Renewable Energy Park, a subdivision in Travis County, Texas as recorded in Document No. 202300191, Official Public Records, Travis County, Texas;

THENCE with the south line of said Lot 3H and the North line of said 17.6863 acres, S62°07'14"E, a distance of 126.96 feet to a found aluminum capped iron rod in the west line of said Tx Hwy 130, same being the south corner of said Lot 3h;

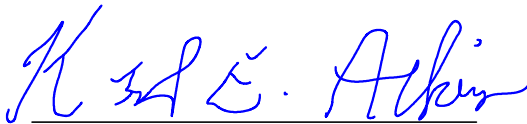
THENCE with the west line of said Tx Hwy 130 and the east line of said 17.6863 acre tract the following two (2) calls:

1. S61°27'53"E, a distance of 28.02 feet to a found 1/2" iron rod;
2. S62°48'35"E, a distance of 210.28 feet to a point for the northeast corner hereof, from which a found aluminum capped iron rod for the northeast corner of said 17.6863 acre tract bears S62°48'35"E at a distance of 12.72 feet;

THENCE through the interior of said 17.6863 acre tract the following two (2) calls:

1. S19°49'10"E, a distance of 78.63 feet to a point;
2. S13°55'25"E, a distance of 626.13 feet to the POINT OF BEGINNING, containing 0.3595 acres, more or less.

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE FIELD NOTES AND ACCOMPANYING SKETCH WERE PREPARED FROM AN ACTUAL ON-THE-GROUND SURVEY UNDER MY DIRECT SUPERVISION AND THAT THEY ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.


Karl E Atkins, RPLS 4618

