

WATER PIPELINE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT PURCHASE AGREEMENT

This Purchase Agreement (this “Agreement”) is made and entered into by and between the **CITY OF PFLUGERVILLE, TEXAS**, a Texas home rule municipality (“Grantee”), and **PFLUGERVILLE COMMUNITY DEVELOPMENT CORPORATION** (“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. Grantor is the current owner thereof of 41.648 ACRES, BEING LOT 3F, REPLAT OF LOT 3C – RENEWABLE ENERGY PARK, A SUBDIVISION OF RECORD IN DOCUMENT NO. 201300274, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID LOT 3F BEING A PORTION OF THAT DESCRIBED AS 121.790 ACRES CONVEYED TO PFLUGERVILLE COMMUNITY DEVELOPMENT CORPORATION BY SPECIAL WARRANTY DEED DATED NOVEMBER 21, 2008, AS RECORDED IN DOCUMENT NO. 2008190659, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

B. Grantee requires acquisition of an easement(s) upon and across the following two tracts of land as described in **Exhibit “A”** (+/-0.0643-acre Water Pipeline Easement) and **Exhibit “B”** (+/- 1.234-acre Temporary Access and Construction Easement) for the Secondary Colorado Raw Water Line Project hereafter collectively referred to as the “Property”.

C. Grantor is willing to convey to Grantee, for Ten and No/100 Dollars (\$10.00) and other valuable consideration, the Property.

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

I.

Purchase and Sale Agreement. For the Purchase Price, Grantor agrees to grant to Grantee a Water Pipeline Easement and Temporary Construction Easement upon and across the following tracts of land as described in **Exhibit “A” and Exhibit “B”**, and Grantee agrees to pay Grantor for the Property. The promises by Grantee and Grantor stated in this contract are the consideration for the formation of this contract. The obligation of the Grantee contained in this agreement is 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, Grantee shall pay Grantor \$100.00, as consideration for Grantor’s agreement to the condition on closing and shall return to Grantor all original documents, unfiled with the County, at Grantee’s expense.

II.

The Purchase Price. **Zero and No/Dollars (\$0.00) Ten and No/100 Dollars (\$10.00) and other valuable consideration.**

III.

The Property. Easement(s) upon and across the following real property: more or less two (2) tracts as described in **Exhibit "A"** (+/- 0.0643-acre Water Pipeline Easement) and in **Exhibit "B"** (+/- 1.234-acre Temporary Construction Easement) out of the 41.648-acre tract being LOT 3F, REPLAT OF LOT 3C – RENEWABLE ENERGY PARK, A SUBDIVISION OF RECORD IN DOCUMENT NO. 201300274, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID LOT 3F BEING A PORTION OF THAT DESCRIBED AS 121.790 ACRES CONVEYED TO PFLUGERVILLE COMMUNITY DEVELOPMENT CORPORATION BY SPECIAL WARRANTY DEED DATED NOVEMBER 21, 2008, AS RECORDED IN DOCUMENT NO. 2008190659, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

IV.

Easement Instrument. The Instrument of Conveyance shall be in substantial conformance with the form and substance as stated in the Water Pipeline Easement and Temporary Construction Easement (**Exhibit "A-1"**) attached hereto and incorporated by reference for all purposes.

V.

Term of Easement. Water Pipeline Easement shall be in perpetuity unless relinquished or abandoned by ordinance or resolution by Grantee. The Temporary Construction Easement shall terminate automatically upon completion of the construction of the Public water pipeline.

VI.

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:

Grantee: City of Pflugerville
Attn: Sereniah Breland, City Manager
100 East Main Street
Pflugerville, Texas 78660

Grantor: Pflugerville Community Development Corporation
P.O. Box 1160

Pflugerville, TX 78691

- 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 has 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 Grantor.* Grantor warrants, represents, covenants, and agrees that Grantor has fee simple absolute title to the Property described in **Exhibit "A" and Exhibit "B"**, that said Property is free of any liens or other encumbrances that would prevent this grant, and that Grantor 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, Grantor agrees that any payments owing to Grantor under the Agreement may be applied directly toward any debt or delinquency that Grantor 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.* Grantor 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 _____ day of _____, 2024.

GRANTOR:

**PFLUGERVILLE COMMUNITY
DEVELOPMENT CORPORATION**

By: _____

Name: _____

Title: _____

GRANTEE:

CITY OF PFLUGERVILLE,
a Texas home rule municipality

By: _____
Sereniah Breland, City Manager

ATTEST:

Trista Evans, City Secretary