

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 (“Buyer”), and **CAMP CHARLES HARDIN II** (“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 1.289 acre parent tract of land located at 4212 North State Highway 45, Pflugerville, Texas and legally described as 0.015 acre (WE) & 0.115 acre (TCE) out of the Peter Conrad Survey No. 71, Abstract No. 200, Pflugerville, Travis County, Texas.

B. Buyer requires acquisition of portions of this tract for a temporary construction easement and a public water pipeline easement (**Exhibit “A”**) for the SH 45 Water/Wastewater Extension Project hereafter collectively referred to as the “Easement.”

C. Seller is willing to convey and Buyer to purchase the public water pipeline easement and the temporary construction easement for the appraised value of **\$35,000.00**.

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 temporary construction easement and public water pipeline easement as described in **Exhibit “A”** for public pipeline purposes, including placement, construction, installation, replacement, repair, maintenance, relocation, removal, and operation of a public water/wastewater pipeline, and related appurtenances, or making connections for that certain City of Pflugerville SH45 Water/Wastewater Extension Project. The promises by Buyer and Seller stated in this contract are the consideration or 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. **THIRTY FIVE THOUSAND AND NO/100 (\$35,000.00)** to be paid at closing.

III.

The Property. A temporary construction easement and a permanent water easement over and across, under and through 1.289 acre parent tract of land located at

SH-45 WW – PURCHASE AGREEMENT

Parcel 4 - Camp

4212 North State Highway 45, Pflugerville, Texas and legally described as 0.015 acre (WE) & 0.115 acre (TCE) out of the Peter Conrad Survey No. 71, Abstract No. 200, Pflugerville, Travis County, Texas as more particularly described in **Exhibit “A”**, attached hereto and incorporated by reference for all purposes.

IV.

Easement Instrument(s). The Instrument of Conveyance shall be in substantial conformance with the form and substance as stated in the Public Water Pipeline Easement & Temporary Construction Easement (**Exhibit “B”**), 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. The city will obtain a title commitment, at the City’s expense, and closing shall occur at Independence Title.
- 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: Sereniah Breland, City Manager
100 East Main Street
Pflugerville, Texas 78660

Seller: Charles Hardin Camp II
700 Timber Creek Cove
Round Rock, TX 78665

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.

C. 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.

D. 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.

E. 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.

F. 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”** 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.

G. 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.

H. 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

SH-45 WW – PURCHASE AGREEMENT
Parcel 4 - Camp

I. *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 8th day of July, 2019.

SELLER:

Charles Hardin Camp II
Charles Hardin Camp II

PURCHASER:

CITY OF PFLUGERVILLE,
a Texas home rule municipality

By: _____
Sereniah Breland, City Manager

ATTEST:

Karen Thompson, City Secretary

md/

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.

**PUBLIC WATER PIPELINE EASEMENT AND
TEMPORARY CONSTRUCTION EASEMENT**

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

GRANT OF EASEMENT:

CHARLES HARDIN CAMP II (“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”) and a temporary access and construction easement (“TACE”) 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 to WARRANT AND FOREVER DEFEND title to the Easement and TACE 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 and TACE granted by this agreement:

1. *Definitions.* For the purposes of this grant of Easement and TACE 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 and its associated appurtenances.
2. *Character of Easement and TACE.* The Easement and TACE granted herein are "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. Furthermore, the TACE rights of use granted herein are irrevocable until the termination of the TACE in accordance with the terms herein. The Easement and TACE are 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. The TACE shall be used to facilitate the construction of Public infrastructure, which shall include use of the Easement Property for access, construction staging and storage, and other construction activities.
 5. *Term of Easement.* Easement shall be in perpetuity unless relinquished or abandoned by ordinance or resolution by Grantee.
 6. *Term of TACE.* The variable width TACE granted herein shall terminate automatically upon completion of the construction of the Public infrastructure included in Grantee’s Public infrastructure project or three (3) years from the date of execution of this agreement, whichever shall come first.
 7. *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.

8. *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. *Holder shall restore the TACE Property to the condition of the TACE Property immediately before the Grantee’s use of the same.*

9. *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.

10. *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.

11. *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.

12. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

13. *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.

14. *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.

15. *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.

16. *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.

17. *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.

18. *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.

19. *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.

20. *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.

21. *Assignability.* The Easement may be assigned by Grantee, its successors or assigns, without the prior written consent of Grantor.

IN WITNESS WHEREOF, this instrument is executed this 8th day of July 2020.

GRANTOR:

CHARLES HARDIN CAMP II

By: Charles Hardin Camp II

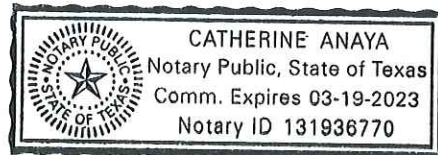
THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, a Notary Public, on this day personally appeared CHARLES HARDIN CAMP II, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his oath stated that he is authorized to execute such instrument; and that said instrument is executed as the free and voluntary act and deed for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 8th day of July 2020.

Catherine A.
Notary Public Signature

(seal)



SH-45 – WW & TACE
Parcel 4 – Camp
Exhibit “B”

GRANTEE:

AGREED AND ACCEPTED:

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

By: _____
Sereniah Breland, City Manager

ATTEST:

Karen Thompson, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____,
20__, 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.: Emily Barron, Planning Director
Development Services Center
P.O. Box 589
Pflugerville, Texas 78691

④

W/LA EASEMENT, NORTH OF SH 45

04-09-2019
Page 1 of 3

EXHIBIT "A"

County: Travis
Parcel: Easement & T.C.E.-Charles Hardin Camp II
Project: City of Pflugerville

PROPERTY DESCRIPTION FOR EASEMENT PARCEL

DESCRIPTION OF A 0.015 ACRE (633 SQUARE FOOT) TRACT OF LAND SITUATED IN THE PETER CONRAD SURVEY NO. 71, ABSTRACT NO. 200, WITHIN THE CITY OF PFLUGERVILLE IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 1.289 ACRE TRACT OF LAND CITED IN SPECIAL WARRANTY DEED TO CHARLES HARDIN CAMP, II RECORDED IN DOCUMENT NO. 2015172265 AND DESCRIBED IN DOCUMENT NO. 2004084998 BOTH OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 0.015 ACRE (633 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod with aluminum cap stamped "TxDOT" found, being in the existing northerly Right-of-Way (ROW) line of S.H. 45 (ROW width varies), same being the southwesterly corner of said 1.289 acre tract, also being the southeasterly corner of the remainder of that called 20.0354 acre tract of land described in Warranty Deed with Vendor's Lien to Kenneth J. Deck and Wife, Hazel J. Deck recorded in Volume 13242, Page 2895 of the Real Property Records of Travis County, Texas;

THENCE, departing said remainder of the 20.0354 acre tract, with the common southerly boundary line of said 1.289 acre tract and said existing northerly ROW line, S 57°24'49" E, for a distance of 200.66 feet to the calculated southwesterly corner and **POINT OF BEGINNING** of the herein described easement tract;

THENCE, departing said existing ROW line, through the interior of said 1.289 acre tract the following three (3) courses:

- 1) N 23°19'29" E, for a distance of 30.00 feet to the calculated northwesterly corner of the herein described tract;
- 2) S 66°40'31" E, for a distance of 20.00 feet to the calculated northeasterly corner of the herein described tract;
- 3) S 23°19'29" W, for a distance of 33.26 feet to the calculated southeasterly corner of the herein described tract in said existing northerly ROW line, and from which, an iron rod with aluminum cap stamped "TxDOT" found, being the southeasterly boundary corner of said 1.289 acre tract, same being the southwesterly corner of the remainder of that called 73.914 acre tract of land described in Special Warranty Distribution Deed to Gerald Wilke recorded in Document No. 2014038378 of the Official Public Records of Travis County, Texas bears S 57°24'49" E, at a distance of 136.75 feet;

4) THENCE, with the common southerly boundary line and said existing northerly ROW line, N 57°24'49" W, for a distance of 20.26 feet to the POINT OF BEGINNING, containing 0.015 acre (633 square feet) of land, more or less.

NOTE: This parcel is accompanied by a 0.115 acre (5,030 Sq. Ft.) T.C.E. (Temporary Construction Easement) as shown on the accompanying sketch.

This property description is accompanied by a separate parcel plat.

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

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, Lawrence M. Russo, a Registered Professional Land Surveyor, do hereby certify 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 direct supervision.

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

Lawrence M. Russo

Lawrence M. Russo

04/16/2019

Date

Registered Professional Land Surveyor No. 5050
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681



LEGEND

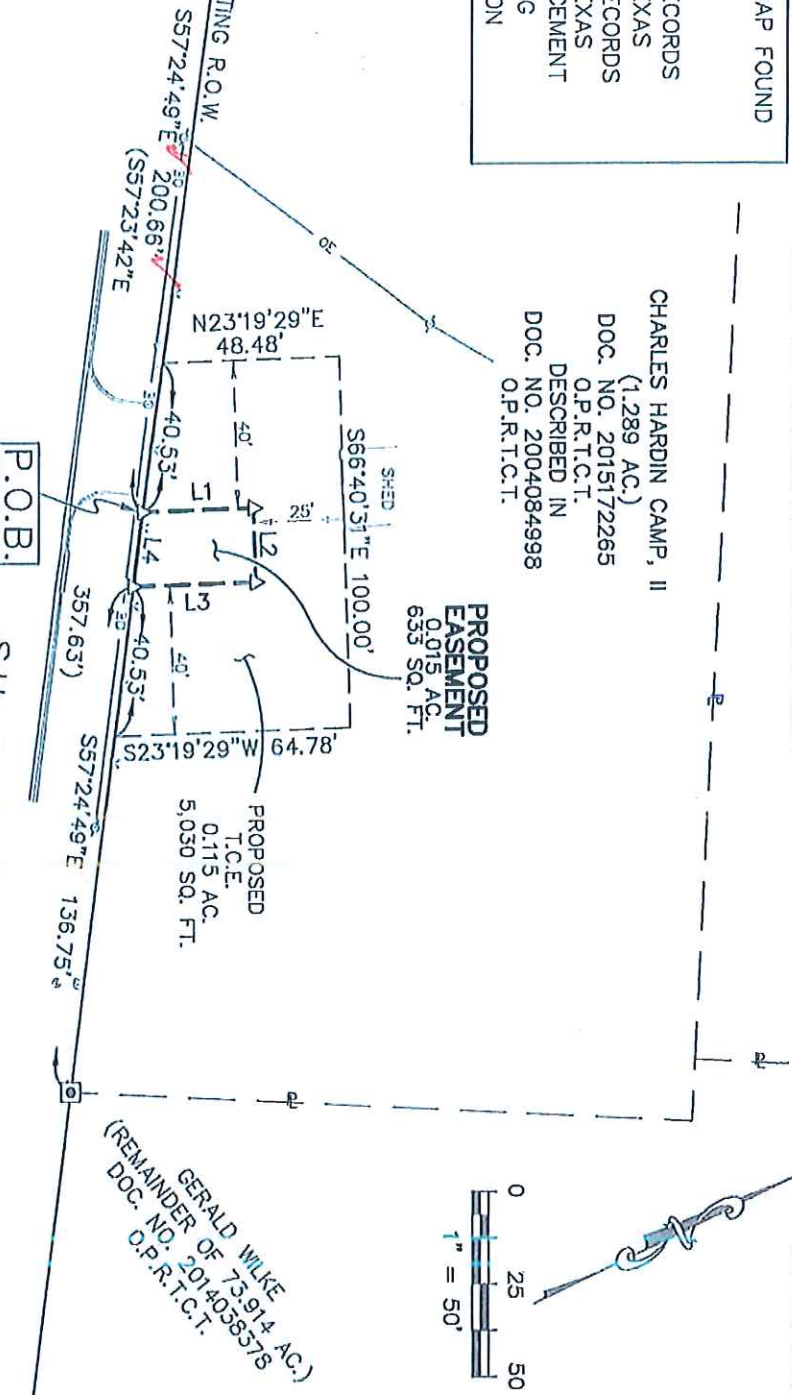
- ▣ TxDOT ALUMINUM CAP FOUND
- △ CALCULATED POINT
- P PROPERTY LINE
- R.P.R.T.C.T. REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- () RECORD INFORMATION

PLAT TO ACCOMPANY DESCRIPTION

CHARLES HARDIN CAMP, II
 (1,289 AC.)
 DOC. NO. 2015172265
 O.P.R.T.C.T.
 DESCRIBED IN
 DOC. NO. 2004084998
 O.P.R.T.C.T.

PROPOSED EASEMENT
 0.015 AC.
 633 SQ. FT.

NO.	DIRECTION	DISTANCE
L1	N23°19'29"E	30.00'
L2	S66°40'31"E	20.00'
L3	S23°19'29"W	33.26'
L4	N57°24'49"W	20.26'



- All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.
- This survey was performed without benefit of a Title abstract. There may be other instruments of record that affect this tract not depicted hereon.

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

LAWRENCE M. RUSSO
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050

DATE 04/16/2019

INLAND GEODETICS, LLC
 FIRM REGISTRATION NO. 100591-00
 1504 CHISHOLM TRAIL ROAD, SUITE 103
 ROUND ROCK, TEXAS 78681



INLAND GEODETICS, LLC
 PROFESSIONAL LAND SURVEYORS
 1504 CHISHOLM TRAIL RD., STE. 103
 ROUND ROCK, TX 78681
 PH. (512) 238-1200, FAX (512) 238-1251
 FIRM REGISTRATION NO. 100591-00

PROPOSED EASEMENT
 0.015 ACRES
 633 SQUARE FEET

PETER CONRAD SURVEY NO. 71
 ABSTRACT NO. 200

S.H. 45 FRONTAGE ROAD
 (R.O.W. WIDTH VARIES)

GERALD WILKE (AC.)
 (REMAINDER OF 75.914 AC.)
 DOC. NO. 2014038378
 O.P.R.T.C.T.

