

**WATERLINE EASEMENT**

Cross County WSC

**THE STATE OF TEXAS**

§

**KNOW ALL BY THESE PRESENTS:**

§

**COUNTY OF TRAVIS**

§

That City of Pflugerville, Texas, (“Grantor”), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by CROSS COUNTY WATER SUPPLY CORPORATION (“Grantee”), the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL, DEDICATE and CONVEY unto Grantee certain rights and interests in the nature of a perpetual waterline easement to construct, install, operate, maintain, inspect, reconstruct, enlarge, relocate, rebuild, repair, upgrade, abandon in place and remove lines, facilities, improvements and all necessary appurtenances, together with the express right to maintain the easement area by clearing and removing vegetation, silt and debris which interfere with the purposes of the easement therefrom, in, upon, over, under, above and across the following described property, to-wit:

Being a 3.557 acre (154,960 square feet) permanent easement, lying and situated in the Sumner Bacon Survey No. 62, Abstract No. 63, Travis County, Texas, being a portion of a called 72.883 acre tract of land, described in the deed to the City of Pflugerville, Texas as recorded in Document #2008130172 of the Official Public Records, Travis County, Texas, said 3.557 acre (154,960 square feet), being more particularly described by metes and bounds in Exhibit “A”, attached hereto and incorporated herein for all purposes.

The perpetual easement, right-of-way, rights and privileges herein granted shall be used for the purposes of location, placement, relocation, construction, operation, enlargement, maintenance, alteration, repair, rebuilding, removal and patrol of waterline facilities, to-wit: lines, access facilities and related equipment, all necessary conduits, valves, vaults, manholes, ventilators and appurtenances, drainage pipes and all other subsurface waterline structures, and any necessary accessories, operations or facilities.

This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the hereinabove described property to the extent, and only to the extent, that the same may still be in force and effect and shown of record in the office of the County Clerk of Travis County, Texas.

Except as otherwise noted, the easement, rights and privileges herein granted shall be perpetual, provided however that said easement, rights, and privileges shall cease and revert to Grantor in the event the utilities are abandoned, or shall cease to be used, for a period of five (5) consecutive years.

Other than as specifically provided herein, the easement, rights and privileges granted herein are exclusive, and Grantor covenants that it will not convey any other easement or conflicting rights within the premises covered by this grant, without the express written consent of Grantee, which consent shall not be unreasonably withheld. Grantee shall have the right to review any proposed easement or conflicting use of the easement to determine the effect, if any, on the facilities contemplated herein. Prior to granting its consent for other easements, Grantee may require reasonable safeguards to protect the integrity of the facilities thereon.

Grantor further grants to Grantee:

- (a) the right to remove any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of any waterline structure, improvement or facility;
- (b) the right of ingress to and egress from the easement over and across Grantor's property by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor, and to install gates in any fencing of Grantor if necessary to provide access to the Easement area;
- (c) the right from time to time to trim and to cut down and clear away any and all trees and brush now or hereafter on the easement and to trim and to cut down and clear away any trees on either side of the easement which now or hereafter in the opinion of Grantee may be a hazard to any of the facilities thereon, by reason of the danger of falling thereon or root infiltration therein, or which may otherwise interfere with the exercise of Grantee's rights hereunder.
- (d) the right to mark the location of the easement by suitable markers set in the ground; provided that such markers shall be placed in fences or other locations which will not interfere with any reasonable use of the easement.
- (e) In addition to the permanent easement area granted above, Grantor also grants Grantees a temporary workspace easement which shall not exceed 50 feet in width. Said 50 foot wide temporary workspace easement shall run along and parallel to the eastern boundary of the permanent easement. The temporary construction easement shall terminate and the easement rights and improvements constructed within the easement area shall revert to and become the responsibility of the Grantor, Grantor's successors, and assigns, and all interest conveyed shall terminate upon the expiration of eighteen (18) months after recordation of this easement.

Grantee hereby covenants and agrees:

- (a) Grantee shall either cause to be replaced, or provide compensation for replacement of, any fence on Grantor's property which is relocated as a result of the activities described herein;

- (b) Grantee shall promptly backfill any trench made by it on the easement and repair any damage it shall do to Grantor's property;
- (c) 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.

Grantor also retains, reserves, and shall continue to enjoy the surface of such easement for any and all purposes which do not interfere with and prevent the use by Grantee of the easement. Grantor shall have and retain the right to use and install wastewater lines and water lines owned by the Grantor in the easement area provided that the installation, location, maintenance and operation of such wastewater lines and water lines shall comply with all applicable State and Federal Regulations regarding separation and placement of such additional facilities at all times and shall not otherwise adversely affect Grantee's use of the easement. Prior to installation Grantee shall be allowed to review any plans for water and wastewater lines of Grantor in the easement, and may require reasonable safeguards if necessary to protect the integrity of Grantees facilities.

Grantee shall have the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing and maintaining said waterline facilities, and for making connections therewith; all upon the condition that Grantee will at all times after doing work in connection with the construction or repair of said facilities restore the surface of said premises which are outside the scope, purposes, or required use of the easement as nearly as is reasonably possible to the condition in which the same was in before the work was undertaken.

Grantor agrees to execute a Memorandum of Waterline Easement upon request of Grantee. Grantee will have the option of recording such Memorandum, in lieu of recording this agreement, in the appropriate County Records for such purposes.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, and Grantor does hereby bind itself, and its successors and assigns, and legal representatives, to warrant and forever defend, all and singular, the above-described easement and rights and interests unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**GRANTOR**

\_\_\_\_\_  
City Manager  
City of Pflugerville, Texas

**ACKNOWLEDGMENT**

**THE STATE OF TEXAS**

§

§

**COUNTY OF \_\_\_\_\_**

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_, for the purposes and consideration and in the capacity therein expressed.

\_\_\_\_\_  
Notary Public, State of Texas

Prepared in the office of:

Sheets & Crossfield, P.C.  
309 East Main Street  
Round Rock, Texas 78664

After recording return to:

Spitzer & Associates, Inc.  
1406 Hether Street  
Austin, Texas 78704

**EXHIBIT A**

**County:** Travis  
**Tract:** City of Pflugerville, Texas

**PROPERTY DESCRIPTION FOR A PERMANENT EASEMENT OUT OF THE  
CITY OF PFLUGERVILLE, TEXAS TRACT**

**TRACT 3.557 ACRES**

DESCRIPTION OF A 3.557 ACRE (154,960 SQ. FT.) PERMANENT EASEMENT, LYING AND SITUATED IN THE SUMNER BACON SURVEY NO. 62, ABSTRACT NO. 63, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 72.883 ACRE TRACT OF LAND, DESCRIBED IN THE DEED TO THE CITY OF PFLUGERVILLE, TEXAS AS RECORDED IN DOCUMENT #2008130172 OF THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 3.557 ACRE (154,960 SQ. FT.) PERMANENT EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a PK nail with shiner found at the southwest corner of said 72.883 acre tract and the southeast corner of a called 95.00 acre tract of land, described in a deed to Clifton Gonzenbach, Trustee of the Gonzenbach Family Trust, as recorded in Document #2011074663 of the Official Public Records, Travis County, Texas, and the north Right of Way line of Gregg Lane;

**THENCE** N 27°42'41" E, with the west line of said 72.883 acre tract and the east line of said 95.00 acre tract, a distance of 2306.13 feet to a 1/2 inch iron rod with yellow plastic cap stamped "SAM INC." set at the northwest corner of the tract described herein;

**THENCE** N 87°42'41" E, through said 72.883 acre tract, a distance of 466.63 feet to a 1/2 inch iron rod with yellow plastic cap stamped "SAM INC." set in the north line of said 72.883 acre tract and the south line of a called 90.00 acre tract, described in deed to Aleta Rosa Bennett, Trustee of the Billy Snell Bennett Exempt Bypass Trust, as recorded in Document #2007099481 of the Official Public Records, Travis County, Texas at the northwest corner of the tract described herein;

**THENCE** S 62°52'40" E, with said north and south lines, a distance of 86.27 feet to a 1/2 inch iron rod with yellow plastic cap stamped "SAM INC." set at the northeast corner of the tract described herein;

**THENCE** through the interior of said 72.883 acre tract the following five (5) courses and distances;

1. S 27°27'37" W, a distance of 8.79 feet to a 1/2 inch iron rod with yellow plastic cap stamped "SAM INC." set;
2. S 87°42'41" W, a distance of 508.55 feet to a 1/2 inch iron rod with yellow plastic cap stamped "SAM INC." set;
3. S 27°42'41" W, a distance of 2135.98 feet to a 1/2 inch iron rod with yellow plastic cap stamped "SAM INC." set;
4. S 32°17'18" E, a distance of 201.07 feet to a 1/2 inch iron rod with yellow plastic cap stamped "SAM INC." set;
5. S 27°26'42" W, a distance of 38.67 feet to a 1/2 inch iron rod with yellow plastic cap stamped "SAM INC." set in the south line of said 72.883 acre tract and the north line of said Gregg Lane;

**THENCE N 62°49'00" W**, with said south and north lines, a distance of 224.32 feet to the **POINT OF BEGINNING** and containing 3.557 acre (154,960 SQ.FT.) of land, more or less.

This property description is accompanied by a separate sketch of even date.

All coordinates shown hereon are NAD 83/93 (HARN) State Plane Coordinates adjusted to the surface using a combined scale factor of 1.00009.

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

That I, Brian D. Scott, 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.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 30th day of September, 2011 A.D.

SURVEYING AND MAPPING, Inc.  
4801 Southwest Parkway  
Parkway Two, Suite 100  
Austin, Texas 78735



9/30/11

Brian D. Scott  
Registered Professional Land Surveyor  
No. 5280 - State of Texas

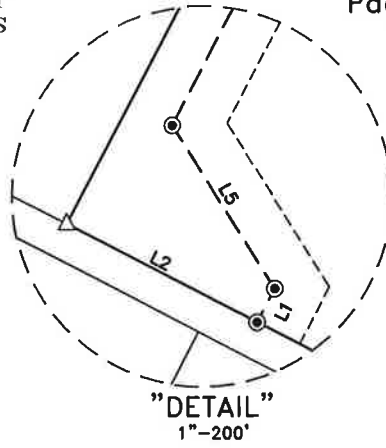
CITY OF PFLUGERVILLE, TEXAS  
 3.557 ACRE 154,960 SQ. FT.  
 PERMANENT EASEMENT  
 TRAVIS COUNTY, TEXAS

"EXHIBIT A"  
 Page 3 of 4



CLIFTON GONZENBACH,  
 TRUSTEE OF THE  
 GONZENBACH FAMILY TRUST  
 CALLED 95.00 ACRES  
 DOC. NO. 2011074663  
 O.P.R.T.C.TX.

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	S27°26'42"W	38.67'
L2	N62°49'00"W	224.32'
L3	S62°52'40"E	86.27'
L4	S27°27'37"W	8.79'
L5	S32°17'18"E	201.07'



SUMNER BACON SURVEY NO. 62  
 ABSTRACT NO. 63

**PERMANENT EASEMENT**  
 3.557 AC. 154,960 SQ.FT.

063-006

CITY OF  
 PFLUGERVILLE, TEXAS  
 CALLED 72.883 ACRES  
 DOC. NO. 2008130172  
 O.P.R.T.C.TX.

CITY OF  
 PFLUGERVILLE, TEXAS  
 CALLED 85.798 ACRES  
 DOC. NO. 2008118667  
 O.P.R.T.C.TX.

P.O.B.

"SEE DETAIL"

N62°49'00"W 575.48'  
 GREGG LANE

KERMIT R. WEISS AND  
 WIFE EMMAGENE WEISS  
 CALLED 157,945 ACRES  
 VOL. 8039, PG. 100  
 D.R.T.C.TX.

**LEGEND**

- △ PK NAIL WITH SHINER FOUND
- FENCE POST
- 1/2" IRON ROD FOUND
- ⊙ 1/2" CAPPED IRON ROD SET
- O.P.R.T.C.TX. OFFICIAL PUBLIC RECORDS  
 TRAVIS COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- EASEMENT LINE
- TEMPORARY WORK EASEMENT LINE

**BEARING BASIS:**

BEARINGS ARE BASED ON THE TEXAS STATE  
 COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD-83  
 HARN. THE DISTANCES ARE ADJUSTED TO SURFACE  
 USING A COMBINED SCALE FACTOR OF 1.00009.  
 DRAWING IS DISPLAYED IN U.S. SURVEY FEET.



**GRAPHIC SCALE**

REFERENCE IS HEREIN MADE TO SAM INC. FIELD NOTE NUMBER FN8719,  
 (BEING PAGES 1 AND 2 OF 4)

**REVIEWED BY:**

JOB NUMBER: 27296A
DATE: 09-30-11
SCALE: 1"=300'
SURVEYOR: Brian D. Scott
TECHNICIAN: M. Markham
DRAWING: 063-006
TRACT ID:
PARTYCHIEF:
FIELDBOOKS:



4801 SOUTHWEST PARKWAY  
 PARKWAY TWO, SUITE 100  
 AUSTIN TEXAS, 78735  
 (512) 447-0575  
 FAX: (512) 326-3029  
 EMAIL: SAM@SAMINCAUS.COM

PROJECT: RW HARDEN  
 CROSS COUNTY WATERLINE

SHEET 3  
 OF 4

DWG. NO.: 063-006

CITY OF PFLUGERVILLE, TEXAS  
 3.557 ACRE 154,960 SQ. FT.  
 PERMANENT EASEMENT  
 TRAVIS COUNTY, TEXAS

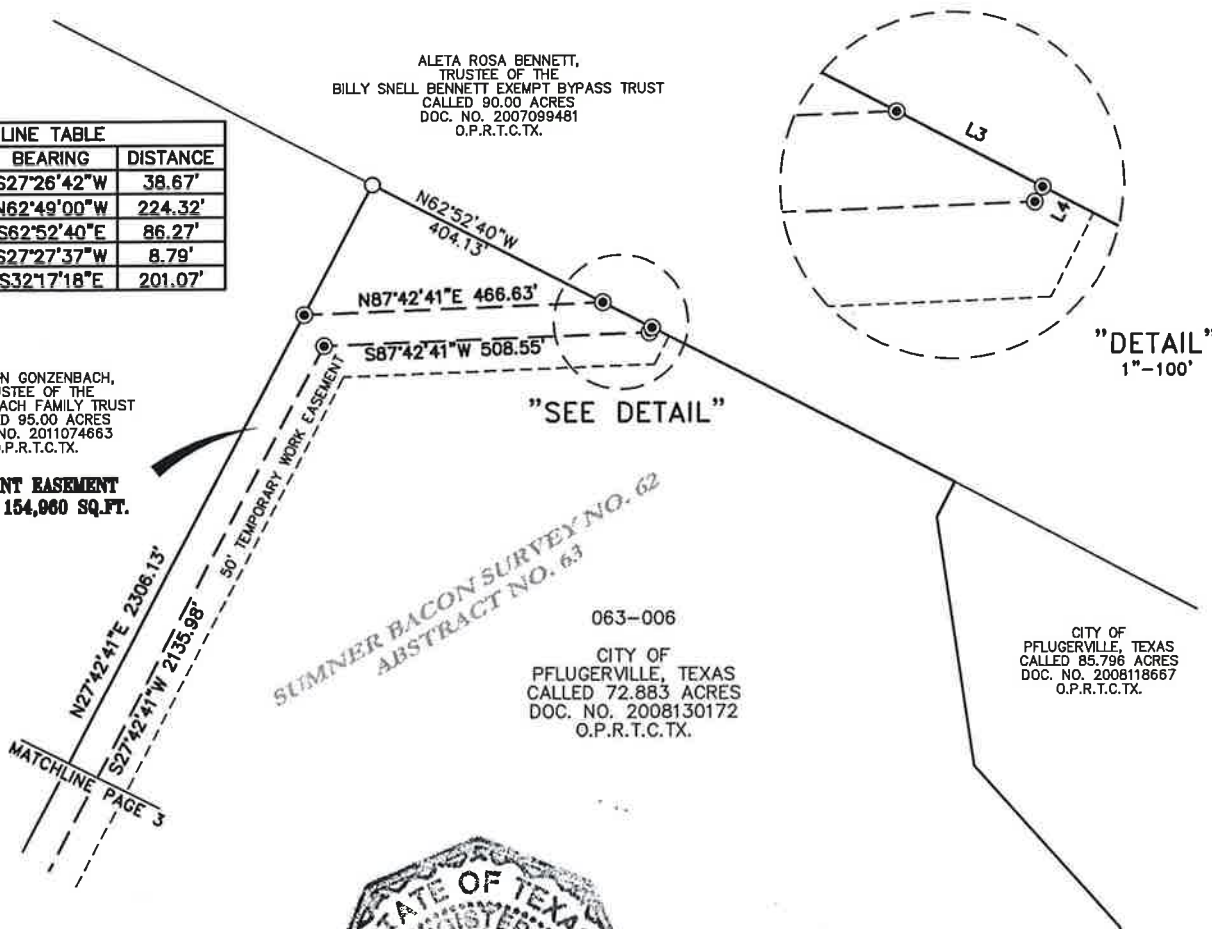


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L5	S32°17'18"E	201.07'

ALETA ROSA BENNETT,  
 TRUSTEE OF THE  
 BILLY SNELL BENNETT EXEMPT BYPASS TRUST  
 CALLED 90.00 ACRES  
 DOC. NO. 207099481  
 O.P.R.T.C.TX.

CLIFTON GONZENBACH,  
 TRUSTEE OF THE  
 GONZENBACH FAMILY TRUST  
 CALLED 95.00 ACRES  
 DOC. NO. 2011074663  
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**PERMANENT EASEMENT**  
**3.557 AC. 154,960 SQ.FT.**



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 ABSTRACT NO. 63

063-006  
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MATCHLINE PAGE 3



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NOTE: THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN. RECORD INFORMATION PROVIDED BY CLIENT.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*BDS*

BRIAN D. SCOTT  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 NO. 5280 - STATE OF TEXAS

9/30/11  
 DATE

**LEGEND**

- △ PK NAIL WITH SHINER FOUND
- FENCE POST
- 1/2" IRON ROD FOUND
- ⊙ 1/2" CAPPED IRON ROD SET
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 CROSS COUNTY WATERLINE

SHEET 4  
 OF 4

DWG. NO.: 063-006