

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:

That **Bruce Cash** (“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 to 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) "Wastewater pipeline" shall mean a pipeline designed and operated to transport wastewater.

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 utility purposes, including placement, construction, installation, replacement, repair, maintenance, relocation, removal, and operation of public water pipelines, public utility facilities, 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 instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.
-

20. *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 9th day of February 2016.

GRANTOR:

Bruce Cash

Owner

By: [Signature]

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, a Notary Public, on this day personally appeared Bruce W. Cash, 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 9th day of February 2016.

[Signature]

Notary Public Signature

(seal)



GRANTEE:

AGREED AND ACCEPTED:

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

By: _____
Brandon Wade, City Manager

ATTEST:

Karen Thompson, City Secretary

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 Signature

(seal)

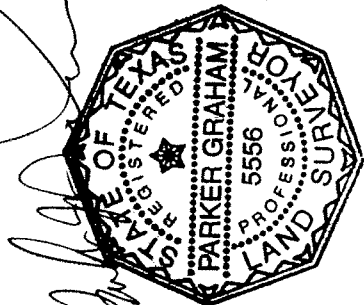
AFTER RECORDING, RETURN TO:

City of Pflugerville
Attn.: Amy Giannini, Development Engineering Director
Development Services Center
P.O. Box 589
Pflugerville, Texas 78691

EXHIBIT "A"

EXHIBIT OF

A 0.129 ACRE, or 5,614 SQUARE FEET TRACT OF LAND SITUATED IN THE THOMAS-G. STEWART SURVEY NO. 6, ABSTRACT NO. 689, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 3.133 ACRE TRACT CONVEYED TO HPN DEVELOPMENT, INC. RECORDED IN DOCUMENT NO. 2015174115 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY.



NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NAD2011) EPOCH 2010.00.
3. ADJOINERS ARE FOR INFORMATIONAL PURPOSES ONLY.

LEGEND:

- DR DEED RECORDS OF TRAVIS COUNTY, TEXAS
- OPR OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- DPR DEED AND PLAT RECORDS OF TRAVIS COUNTY, TEXAS
- FD. FOUND 1/2" IRON ROD
- I.R. IRON ROD
- FOUND IRON ROD WITH CAP (SURVEYOR)
- "PAPE-DAWSON"
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

PAPE-DAWSON ENGINEERS

7800 SHOAL CREEK BLVD | AUSTIN, TEXAS 78757 | PHONE: 512.454.8711
 SUITE 220 WEST | FAX: 512.459.8867
 TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION # 470
 TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, FIRM REGISTRATION # 10028601



KINGSTON LACY BLVD.
 (VARIABLE WIDTH RIGHT OF WAY)
 FINAL PLAT OF HIGHLAND PARK NORTH
 PHASE A, SECTION 1
 DOC. No. 200200341 (O.P.R.)

S65°58'21"E 299.16'

N65°58'21"W 304.95'

0.129 ACRE

(5,614 SQUARE FEET MORE OR LESS)

HPN DEVELOPMENT, INC.
 A CALLED 3.133 ACRE TRACT
 (SAVE AND EXCEPT 0.085 ACRE TRACT)
 DOC. No. 2015174115 (O.P.R.)

THOMAS G. STEWART
SURVEY No. 6
ABSTRACT 689

LINE TABLE		
LINE	BEARING	LENGTH
L1	S26°50'50"W	15.00'
L2	N63°14'03"W	32.10'
L3	S71°45'41"W	36.78'
L4	N24°01'40"E	15.00'
L5	N71°45'41"E	37.20'
L6	S63°14'03"E	38.34'

FD. 1/2" I.R.
 N13°18'08"W
 1.46'

P.O.C.
 FD. I.R. (CHAPARRAL)

S26°50'50"W
 10.24'

P.O.B.

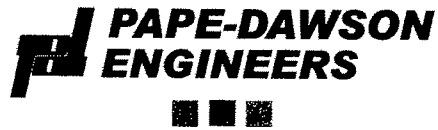
S26°50'50"W
 114.82'

LANDSCAPE, DRAINAGE AND PUBLIC
 UTILITY EASEMENT
 DOC. No. 2002142648 (O.P.R.)
 DOC. No. 2003136279 (O.P.R.)
 DOC. No. 2003211525 (O.P.R.)

LOT 1
 BLOCK "A"
 HPN KINGSTON LACY
 COMMERCIAL TRACT 1
 DOC. No. 201000025
 (O.P.R.)

FD. 1/2" I.R.

BRUCE CASH
 REMNANT OF 8.138 ACRES
 TRACT 2
 DOC. No. 2000010288
 (O.P.R.)



FIELD NOTES

FOR

A 0.085 ACRE OR 3,716 SQUARE FEET TRACT OF LAND SITUATED IN THE THOMAS G. STEWART SURVEY No. 6, ABSTRACT NO. 689, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 3.133 ACRE TRACT CONVEYED TO HPN DEVELOPMENT, INC RECORDED IN DOCUMENT NO. 2015174115 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY. SAID 0.085 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

COMMENCING at an iron rod with cap marked "Chaparral" found on a point in the south right of way of Kingston Lacy Boulevard, said point being the northeast corner of said 3.133 acre tract, same being the northwest corner of Lot 1, Block A, of HPN Kingston Lacy Commercial Tract 1 recorded in Document No. 201000025 of the Official Public Records of Travis County, Texas;

THENCE S 61°31'22" W, through the departing the south right of way line of said Kingston Lacy Blvd, through the interior of said 3.133 acre tract, a distance of 26.37 feet to the northeast corner and **POINT OF BEGINNING** hereof;

THENCE continuing through the interior of said 3.133 acre tract the following twelve (12) courses and distances:

1. **S 26°50'50" W**, a distance of **21.65 feet** to a calculated point for the southeast corner hereof, from which a ½" iron rod found for the north corner of a called 8.138 acre tract (Tract 2) conveyed to Bruce Cash recorded in Document No. 2000010288 of the Official Public Records of Travis County, Texas, same being the southeast corner of said 3.133 acre tract, also being a point in the west line of said Lot 1, Block A, bears S 18°01'59" W, 97.89 feet,
2. **N 63°09'10" W**, a distance of **5.00 feet** to a calculated angle point hereof,
3. **N 26°50'50" E**, a distance of **1.38 feet** to a calculated angle point hereof,
4. **N 65°58'20" W**, a distance of **79.94 feet** to a calculated angle point hereof,
5. **N 24°01'40" E**, a distance of **2.50 feet** to a calculated angle point hereof,

4. **N 24°01'40" E**, a distance of **15.00 feet** to the calculated northwest corner hereof,
5. **S 65°58'21" E**, a distance of **299.16 feet** to a calculated angle point,
6. **N 71°45'41" E**, a distance of **37.20 feet** to a calculated angle point, and
7. **S 63°14'03" E**, a distance of **38.34 feet** to the **POINT OF BEGINNING** and containing 0.129 acres in Travis County, Texas. Said tract being described in accordance with a survey made on the ground and exhibit prepared under job number 50874-00 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: February 9, 2016
Job No.: 50874-00
DOC. ID. H:\survey\CIVIL\50874-00\Easements\Word\50874-00_0.129Ac_Water.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01

