

TEMPORARY CONSTRUCTION AND WASTEWATER 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 **VENKIE PROPERTY I, LLC**, ("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 a 0.565 Acre tract of land out of the John G. Lee survey, abstract No. 488, Travis County, Texas; Said 0.565 Acre tract being part of lot 23 Pflugerville Acres II. Phase I, a subdivision as recorded in volume 76, page 274 of the plat records of Travis County Texas.

B. Buyer requires acquisition of a Temporary Construction Easement and a Wastewater Easement, as described in **Exhibit "A"** (+/-0.252) Temporary Construction Easement) and (+/-0.568) Wastewater Easement hereafter collectively referred to as the "Property".

C. Seller is willing to convey and Buyer to purchase the Property for the settlement amount of \$195,297.

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 Property to Buyer, and Buyer agrees to buy and pay Seller for the Property as described in **Exhibit "A"** as part of the 15 Inch Northwest Wilbarger Wastewater Line Extension project. The promises by Buyer and Seller stated in this contract are the consideration for 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 Purchase Agreement. In the event the City Council does not approve the acceptance of the Purchase Agreement, 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. **One Hundred Ninety-Five Thousand Two Hundred Ninety-Seven 00/100 (\$195,297)** to be paid at closing.

III.

The Property. More or less A Temporary Construction Easement as described in **Exhibit "A"** (+/-0.252) and a Wastewater Easement (+/-0.568) tract of land situated in the John G, Lee Survey, Abstract No. 488, Travis County, Texas.

IV.

Easement Instrument(s). The Instrument of Conveyance shall be in substantial conformance with the form and substance as stated in the **Temporary Construction Easement (Exhibit "A")** and **Wastewater Easement** 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 Purchase Agreement.
- 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:	Venkie Property I, LLC 5900 Shepherd Mountain Cv, Building 1 Pflugerville, Tx 78730

- 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 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.
- G. 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.
- 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, 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

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. 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 10 day of September 2025

SELLER:

VENKIE PROPERTY I, LLC

By: 

Name: ANAND VENKATRAO

Title: PARTNER

PURCHASER:

CITY OF PFLUGERVILLE,
a Texas home rule municipality

By: _____
City Manager/Authorized Representative

ATTEST:

By: _____
Trista Evans, City Secretary

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.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

GRANT OF EASEMENT:

VENKIE PROPERTY I, LLC ("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 temporary access and construction easement ("TCE" or "Easement") across a variable width area upon and across the property of Grantor, which is more particularly described on Exhibit "A", attached hereto and incorporated herein by reference ("Easement Property") , together with rights of ingress and egress across the property of the Grantor if necessary to access the TCE. Grantor and Grantee may jointly be referred to by "the parties."

TO HAVE AND TO HOLD the same unto 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 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) "Grantee" shall include Grantee's heirs, successors and assigns who at any time own any interest in the conveyance and are subject to the terms of this agreement.

- (b) "Public infrastructure" shall mean water, reclaimed water and/or wastewater pipelines and associated appurtenances to be constructed by the Grantee or its agents, contractors and assigns.
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 are irrevocable until the termination of the TCE in accordance with the terms herein.
 3. *Purpose of Easement.* The Easement 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.
 4. *Term.* The variable width TCE granted herein shall terminate automatically upon completion of the construction of the Public infrastructure included in Grantee's Public infrastructure project.
 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 Grantee 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 Grantee for the Easement Purpose.
 6. *Insurance Requirement.* During any entry by Grantee on the Easement Property, and for the duration of any construction of the public Infrastructure authorized herein, Grantee shall maintain commercial general insurance coverage with limits of not less than \$2,000,000.00 single limit of liability, and worker's compensation and property damage insurance in the amount of \$2,000,000.00. Grantee will also cause any general contractor or contractor or company performing any work on the Easement Property and constructing all or any of the Public Infrastructure to maintain similar commercial general liability insurance and worker's compensation and property damage insurance. All required insurance shall name Grantor as an additional insured. Certificates of insurance confirming such coverages shall be provided to Grantor. Grantee reserves the right to self-insure through one or more self-insurance programs or to maintain such insurance through an intergovernmental risk pool, such as the Texas Municipal League Intergovernmental Risk Pool.
 7. *Use and Maintenance of Easement Property.* Grantee has the right to remove or relocate any encroachments into the Easement Property as necessary to utilize the same for the purpose of this Easement.

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 10th day of September 2025.

GRANTOR:

VENKIE PROPERTY I, LLC

By: Anand Venkatarao

Name: ANAND VENKATARAO

Title: PARTNER

THE STATE OF TEXAS §

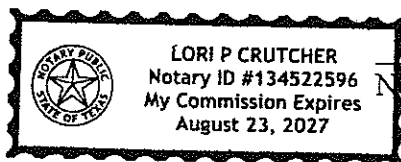
 §

COUNTY OF TRAVIS §

BEFORE ME, a Notary Public, on this day personally appeared ANAND VENKATARAO of **VENKIE PROPERTY I, LLC.**, on behalf of said limited liability company, 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 10th day of September 2025.

(seal)



Lori P Crutcher
Notary Public Signature

GRANTEE:

AGREED AND ACCEPTED:

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

By: _____
City Manager/Authorized Representative

ATTEST:

Trista Evans, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____,
2025, by City Manager or Authorized Representative of the City of Pflugerville, Texas, a
Texas home-rule municipality, on behalf of said municipality.

Notary Public Signature

(seal)

AFTER RECORDING, RETURN TO:

Mrs. Norma Martinez, MBA
Real Estate Manager
City of Pflugerville
15500 Sun Light Near Way
Pflugerville, Texas 78691

EXHIBIT "A"



1 Threshold Trail Suite 150
Round Rock, TX 78681
p 512.248.0065 | f 512.246.0359
stvinc.com

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION PROPOSED WASTEWATER LINE EASEMENT

BEING A 0.568 ACRE TRACT OF LAND OUT OF THE JOHN G. LEE SURVEY, ABSTRACT NO. 488, TRAVIS COUNTY, TEXAS; SAID 0.568 ACRE TRACT BEING A PART OF LOT 8, PFLUGERVILLE ACRES II, PHASE I, A SUBDIVISION AS RECORDED IN VOLUME 76, PAGE 274 OF THE PLAT RECORDS OF TRAVIS COUNTY TEXAS (P.R.T.C.T.); SAID 0.568 ACRE TRACT SHOWN ON THE ACCOMPANYING SKETCH AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a found 5/8-inch iron rod (controlling monument) marking the common southeast corner of said Lot 8, and the northeast corner of Lot 7, of said Pflugerville Acres II, Phase I, subdivision, and being on the existing west right-of-way (R.O.W.) of Panther Drive (50' R.O.W.);

THENCE, (L1) North 26° 48' 19" East, with said existing west R.O.W. line of Panther Drive and the east line of said Lot 8, a distance of **7.50 feet** to a calculated point, for the southeast corner and **POINT OF BEGINNING** hereof;

THENCE, North 63° 12' 06" West, through the interior of said Lot 8, a distance of **549.87 feet** to a calculated point on the common west line of said Lot 8 and the east line of a called 34.29 acre tract of land in a Special Warranty Deed to ATX PF 35 LLC recorded in Document No. 2021243375, of the Official Public Records of Travis County, Texas, for the southwest corner hereof. From which a found 1/2-inch iron rod with yellow cap stamped "Dunaway Assoc." (controlling monument) marking the common southwest corner of said Lot 8, and the northwest corner of said Lot 7, bears (L2) South 26° 47' 03" West, a distance of 7.50 feet;

THENCE, (L3) North 26° 47' 03" East, with said common line, a distance of **45.00 feet** to a calculated point, for the northwest corner hereof;

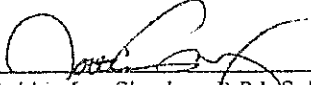
THENCE, South 63° 12' 06" East, through the interior of said Lot 8, a distance of **549.89 feet**, to a calculated point on the common east line of said Lot 8 and the west line of said Panther Drive R.O.W., for the northeast corner hereof. From which a found 1/2-inch iron rod marking the northeast corner of said Lot 8, the southeast corner of Lot 9, of said Pflugerville Acres II, Phase I subdivision and being on the existing west R.O.W. line of said Panther drive, bears North 26° 48' 19" East, a distance of 347.63 feet;

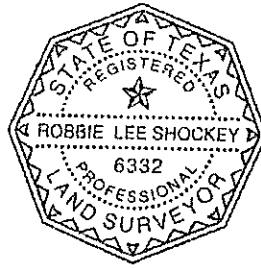
THENCE, (L4) South 26° 48' 19" West, with the east line of said Lot 8, and the existing west R.O.W. line of said Panther Drive, a distance of **45.00 feet**, to the **POINT OF BEGINNING** and containing 0.568 acre of land, more or less;

TEMPORARY CONSTRUCTION EASEMENT

IN ADDITION TO, it is intended to create a twenty (20) foot wide Temporary Construction Easement (0.252 acre) adjacent and parallel to the north line of the above-described wastewater line easement as graphically shown on the attached exhibit.

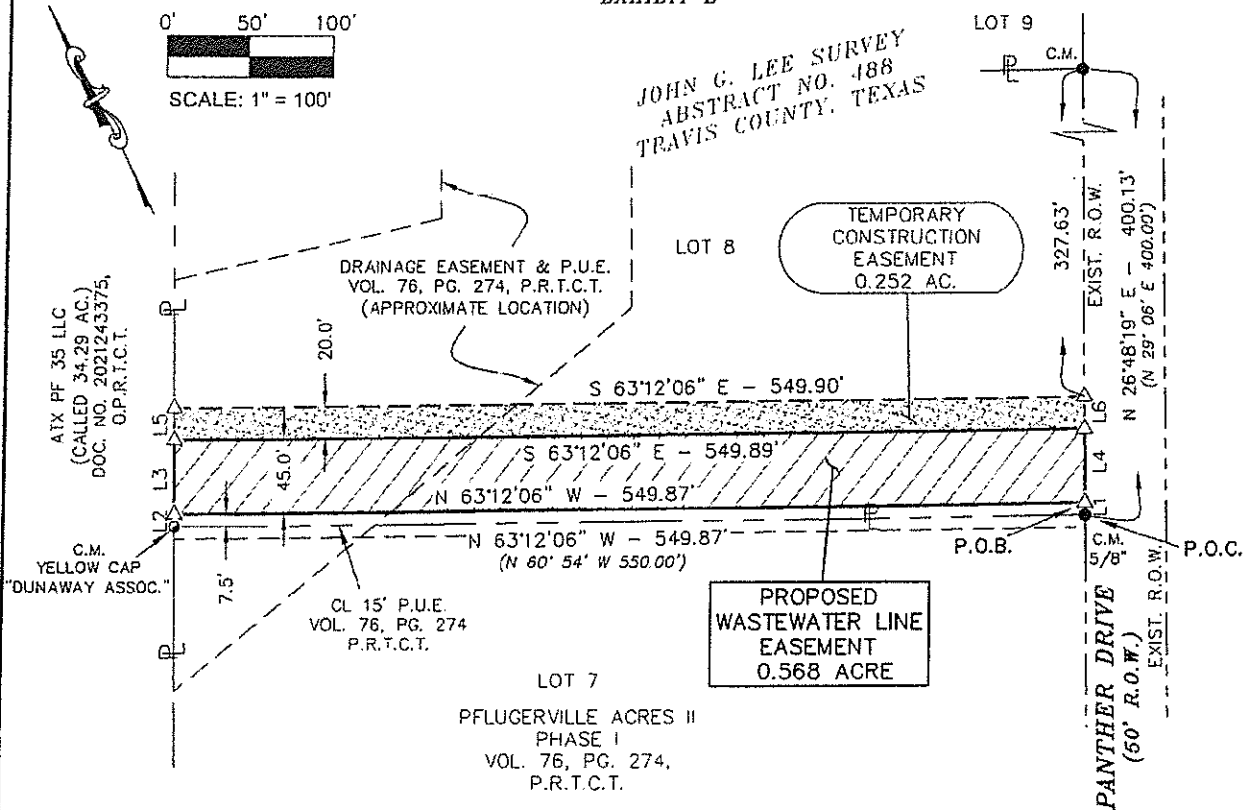
Basis of Bearings: Bearings are based on the Texas State Plane Coordinate System (Central Zone - 4203, NAD83), which is based on Trimble's Central Texas GPS Cooperative CORS RTK Network.


Robbie Lee Shockey, R.P.L.S. No. 6332
STV
One Chisholm Trail, Suite 130
Round Rock, Texas 78681
Ph. (512) 248-0065
TBPLS Firm No. 10194115
Project No. 2400181



05-22-2025
Date

EXHIBIT B



GENERAL NOTES:

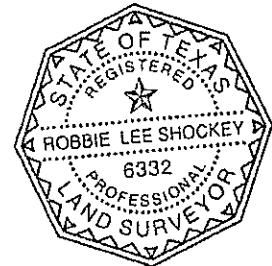
- 1) SUBJECT TO ANY AND ALL COVENANTS, RESTRICTIONS, EASEMENTS AND CONDITIONS THAT MAY BE APPLICABLE.
- 2) THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT.
- 3) THIS DRAWING IS ACCOMPANIED BY A METES AND BOUNDS DESCRIPTION.
- 4) BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE-4203, NAD83) WHICH IS BASED FROM THE TRIMBLE'S CENTRAL TEXAS GPS COOPERATIVE CORS RTK NETWORK.
- 5) ALL DISTANCES ARE SURFACE DISTANCES. COMBINED SCALE FACTOR ADJUSTMENT 1.000107442/0.99989257

LEGEND

- △ = CALCULATED POINT
- = 1/2" IRON ROD WITH CAP "AS NOTED" FOUND
- = 1/2" IRON ROD FOUND (UNLESS NOTED)
- C.M. = CONTROLLING MONUMENT
- D.R.T.C.T. = DEED RECORDS OF TRAVIS COUNTY, TEXAS
- P.R.T.C.T. = PLAT RECORDS OF TRAVIS COUNTY, TEXAS
- O.P.R.T.C.T. = OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- () = RECORD INFORMATION

LINE TABLE

LINE	BEARING	LENGTH
L1	N 26°48'19" E	7.50'
L2	S 26°47'03" W	7.50'
L3	N 26°47'03" E	45.00'
L4	S 26°48'19" W	45.00'
L5	N 26°47'03" E	20.00'
L6	N 26°48'19" E	20.00'



ROBBIE LEE SHOCKEY, RPLS NO. 6332
 SURVEYED: DECEMBER, 2024 PAGE 3 OF 3



1 Chisholm Trail, Suite 130
 Round Rock, Texas 78681 512.248.0065
 TEXAS REGISTERED ENGINEERING FIRM F-1741
 TBPELS 10194115

DRAFT DATE 05-22-2025
 DRAWN BY DLM
 DIGITAL FILE WWL 0.568 AC.DWG
 FIELDBOOK 584, 588

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.

WASTEWATER EASEMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

GRANT OF EASEMENT:

VENKIE PROPERTY I, LLC ("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 non-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, sidewalks, and a fence or wall so long as

such fence or wall does not hinder Grantee's access to the Easement herein granted; 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 wastewater pipeline" shall mean a pipeline designed and operated to transport wastewater and its associated appurtenances.

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 wastewater utility purposes, including placement, construction, installation, replacement, repair, maintenance, relocation, removal, and operation of public wastewater 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. *Insurance Requirements.* During any entry by Grantee on the Easement property, and at any time Grantee or any contractor or agent of Grantee enters the Easement property for any replacement, repair, maintenance, relocation, removal, or operation of the public wastewater or related Facilities as permitted herein or any other permitted work or activities, Grantee shall maintain commercial general liability insurance coverage

with limits of not less than \$2,000,000.00 single limit of liability, and worker's compensation and property damage insurance in the amount of \$2,000,000.00. Grantee will also cause any general contractor or contractor or company performing any such work on the Easement Property to maintain similar commercial general liability insurance and worker's compensation and property damage insurance. All required insurance shall name Grantor as an additional insured. Certificates of insurance confirming such coverages shall be provided to Grantor. Grantee reserves the right to self-insure through one or more self-insurance programs or to maintain such insurance through an intergovernmental risk pool, such as the Texas Municipal League Intergovernmental Risk Pool.

7. *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.
8. *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.
9. *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.

10. *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.
11. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.
12. *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.
13. *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.
14. *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.
15. *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.
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 10 day of September 2025.

GRANTOR:

VENKIE PROPERTY I, LLC

By: Anand Venkatrao

Name: ANAND VENKATRAO

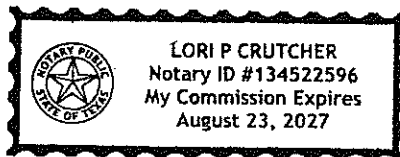
Title: PARTNER

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, a Notary Public, on this day personally appeared ANAND VENKATRAO, of **VENKIE PROPERTY I, LLC.**, on behalf of said limited liability company, 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 10th
day of September 2025.

(seal)



Lori P. Crutcher
Notary Public Signature

GRANTEE:

AGREED AND ACCEPTED:

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

By: _____
City Manager/Authorized Representative

ATTEST:

Trista Evans, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____,
2025, by City Manager or Authorized Representative of the City of Pflugerville, Texas, a
Texas home-rule municipality, on behalf of said municipality.

Notary Public Signature

(seal)

AFTER RECORDING, RETURN TO:

Norma Martinez, MBA
Real Estate Manager
City of Pflugerville
P.O. Box 589
Pflugerville, Texas 78691