

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WATER & WASTEWATER EASEMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

GRANT OF EASEMENT:

Clarence Bohls, Trustee of the Kenneth Bohls Cousins 2013 Trust

("Grantor", whether one or more), 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 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 Tract").

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 easements herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject to all title exceptions of record, to the extent the same are valid and subsisting against the Easement Tract, and the matters set forth herein.

CHARACTER OF EASEMENT:

The Easement is an easement in gross.

PURPOSE OF EASEMENT:

The Easement shall be used for public utility purposes, including placement, construction, installation, replacement, repair, maintenance, relocation, removal, and operation of water and wastewater lines, public utility facilities, and related appurtenances, or making connections thereto.

The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, replacement and expansion of the water and wastewater lines and related public utility facilities.

DURATION OF EASEMENT:

The Easement shall be perpetual.

EXCLUSIVENESS OF EASEMENT:

Subject to the following sentence and the section entitled "Surface Use" below, the Easement shall be exclusive, and Grantor covenants that Grantor will not convey any other easement or conflicting rights within the Easement Tract. Grantor may alter or otherwise use the surface of the Easement Tract for such purposes that do not interfere with the exercise by Grantee of the rights herein granted provided that the plans for all improvements to be placed in the Easement Tract by Grantor must be approved by Grantee before the improvements are constructed, with such approval not to be unreasonably withheld.

SURFACE USE:

Grantor hereby retains, reserves, and shall continue to enjoy the use of the surface of the Easement Tract for any and all purposes which do not interfere with or prevent the use by Grantee of the Easement herein granted. Grantee has the right to trim and cut down trees and shrubbery and to remove other improvements and structures to the extent reasonably necessary to prevent interference with the operation or repairs to Grantee's facilities in the Easement Tract.

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.

BINDING EFFECT:

This agreement shall bind and inure to the benefit of the respective parties hereto, their heirs, legal representatives, successors and assigns.

ASSIGNABILITY:

This Easement and Construction Easement and the rights of Grantee hereunder may be assigned by Grantee so long as the assignee utilizes the Easement and Construction Easement as contemplated herein.

In witness whereof, this instrument is executed this 13th day of February, 2014.

GRANTOR:

Clarence Bohls

Clarence Bohls

300 West Noton Street

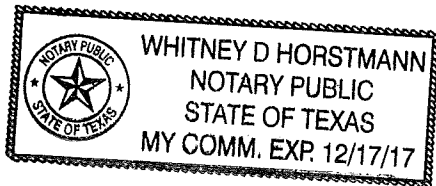
Pflugerville, Texas 78660

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on February 13, 2014, by Clarence Bohls, an individual residing in Travis County, Texas.

Whitney D Horstmann
Notary Public Signature

(seal)



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 _____, 2014, 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)

EXHIBIT "A"

EASEMENT TRACT

**METES AND BOUNDS DESCRIPTION
(CITY OF PFLUGERVILLE WATER & WASTE WATER EASEMENT)**

OF A 0.742 ACRE TRACT OUT OF THE JOHN DAVIS SURVEY NO. 13, ABSTRACT NO. 23 SITUATED IN THE CITY OF PFLUGERVILLE, TRAVIS COUNTY, TEXAS AND BEING OUT OF A CALLED 105.64 ACRE TRACT DESCRIBED IN THE DEED TO CLARENCE BOHLS TRUSTEE OF THE KENNITH BOHLS COUSINS TRUST, AND BOHLS-FUCHS PARTNERS, LP., RECORDED IN DOCUMENT NO. 2013196387 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, AT A 1/2 INCH IRON SET WITH PLASTIC CAP STAMPED "DODD SURVEYING" IN THE EASTERLY RIGHT-OF-WAY OF FARM-TO-MARKET ROAD NO. 685 (R.O.W. VARIES), BEING THE SOUTHWEST CORNER OF BOHLS COMMERCIAL PARK SUBDIVISION, (APPROVED BY THE CITY OF PFLUGERVILLE ON 02/03/2014 BUT NOT FILED YET.), AND THE NORTHWEST OF SAID BOHLS TRACT;

THENCE, S 62°28'12" E, DEPARTING SAID EASTERLY RIGHT-OF-WAY, WITH THE SOUTHWEST LINE OF SAID BOHLS COMMERCIAL PARK SUBDIVISION, A DISTANCE OF 30.00 FEET TO A CALCULATED POINT FOR THE MOST NORTHERLY NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, AND **PLACE OF BEGINNING**;

THENCE, S 62°28'12" E, CONTINUING WITH THE SOUTHWEST LINE OF SAID BOHLS COMMERCIAL PARK SUBDIVISION, A DISTANCE OF 20.00 FEET TO A CALCULATED POINT FOR THE NORTHEAST CORNER HEREOF;

THENCE, S 27°32'27" W, ALONG A LINE 50.00 FEET SOUTHEAST AND PARALLEL TO SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 1555.70 FEET TO A CALCULATED POINT FOR THE SOUTHEAST CORNER HEREOF;

THENCE, N 62°27'33" E, A DISTANCE OF 50.00 FEET TO A CALCULATED POINT IN SAID EASTERLY RIGHT-OF-WAY FOR THE SOUTHWEST CORNER HEREOF;

THENCE, N 27°32'27" E, ALONG SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 20.00 FEET TO A CALCULATED POINT;

THENCE, S 62°27'33" E, DEPARTING SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 30.00 FEET TO A CALCULATED POINT;

THENCE, N 27°32'27" E, ALONG A LINE 30.00 SOUTHEAST OF AND PARALLEL TO SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 1460.70 FEET TO A CALCULATED POINT;

THENCE, N 62°27'33" W, A DISTANCE OF 30.00 FEET TO A CALCULATED POINT IN SAID EASTERLY RIGHT-OF-WAY;

BOHLS
0.742
02/06/2014

Travis County, Texas
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THENCE, N 27°32'27" E, ALONG SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 20.00 FEET TO A CALCULATED POINT;

THENCE, S 62°27'33" E, DEPARTING SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 30.00 FEET TO A CALCULATED POINT;

THENCE, N 27°32'27" E, ALONG A LINE 30.00 FEET SOUTHEAST AND PARALLEL TO SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 55.00 FEET TO THE **PLACE OF BEGINNING**, AND CONTAINING 10.742 OF AN ACRE, MORE OR LESS.

BEARING BASIS OF THE SURVEY DESCRIBED HEREIN IS DOCUMENT NUMBER 2013196387 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

I, FRED L. DODD JR., A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT ALL CORNERS ARE MARKED AS DESCRIBED.

SEE PLAT OF EVEN DATE

DATE: 02-06-2014
DODD SURVEYING & MAPPING
PROFESSIONAL SURVEYORS
503 PARKVIEW DRIVE
PFLUGERVILLE, TX 78660



Fred L. Dodd Jr.
FRED L. DODD JR.
RPLS NO. 6392
STATE OF TEXAS