

LICENSE AGREEMENT FOR TEMPORARY CONSTRUCTION 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 (“Grantee”), and **TRAVIS COUNTY, TEXAS, a political subdivision of the State of Texas** (“Grantor”), 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. Grantor is the current owner thereof of a 339.82 ACRE TRACT, BEING THAT TRACT DESCRIBED AS 339.82 ACRES (EXHIBIT “A”, TRACT “A”) CONVEYED TO TRAVIS COUNTY, TEXAS BY GENERAL WARRANTY DEED DATED FEBRUARY 26, 1998, AS RECORDED IN VOLUME 13131, PAGE 3751, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS.

B. Grantee requires the use of portions of this tract for a License Agreement for Temporary Construction Easement (**Exhibit “A”**) for the Secondary Colorado Raw Water Line Project hereafter collectively referred to as the “Easement.”

C. Grantor is willing to convey and Grantee to purchase the License Agreement for Temporary Construction Easement rights for the appraised value of **\$237,908.00**.

NOW, THEREFORE, in exchange for the mutual promises provided herein, the Parties agree as follows:

I.

Purchase and Sale Agreement. For the Purchase Price, Grantor agrees to grant a License Agreement for Temporary Construction Easement to Grantee, and Grantee agrees to pay Grantor for a License Agreement for Temporary Construction Easement as described in **Exhibit “A”** 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 for that certain City of Pflugerville Secondary Colorado Raw Water Line Project. The promises by Grantee and Grantor stated in this contract are the consideration for the formation of this contract. The obligation of the Grantee contained in this agreement is 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, Grantee shall pay Grantor \$100.00, as consideration for Grantor’s agreement to the condition on closing and shall return to Grantor all original documents, unfiled with the County, at Grantee’s expense.

II.

The Purchase Price. **Two Hundred Thirty-Seven Thousand Nine Hundred Eight and No/Dollars (\$237,908.00)** to be paid at closing.

III.

The Property. The tract described in **Exhibit “A”** being a License Agreement for Temporary Construction Easement over and across, under and through a 339.82-acre tract of land having been conveyed to TRAVIS COUNTY, TEXAS BY GENERAL WARRANTY DEED DATED FEBRUARY 26, 1998, AS RECORDED IN VOLUME 13131, PAGE 3751, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS.

IV.

Easement Instrument. The Instrument of Conveyance shall be in substantial conformance with the form and substance as stated in the License Agreement for Temporary Construction Easement (**Exhibit “A-1”**) attached hereto and incorporated by reference for all purposes.

V.

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.

VI.

Miscellaneous.

- A. *Closing Date.* The parties shall close on this transaction within 30 days of City Council’s approval and acceptance of the Easement.
- 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:

Grantee: City of Pflugerville
Attn: Sereniah Breland, City Manager
100 East Main Street
Pflugerville, Texas 78660

Grantor: Travis County, Texas
PO BOX 1748
AUSTIN, TX US 78767-1748

- 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 has 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 Grantor.* Grantor warrants, represents, covenants, and agrees that Grantor 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 grant, and that Grantor 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, Grantor agrees that any payments owing to Grantor under the Agreement may be applied directly toward any debt or delinquency that Grantor 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. Grantor 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 _____ day of _____, 2024.

GRANTOR:

**TRAVIS COUNTY, TEXAS, a political
subdivision of the State of Texas**

By: _____

Name: _____

Title: _____

GRANTEE:

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

By: _____
Sereniah Breland, City Manager

ATTEST:

Trista Evans, City Secretary

EXHIBIT "A"

8.091 Acre TCE
Temporary Construction Easement
Thomas A. Moore Survey No. 44, Abstract No. 526
William Caldwell Survey No. 66, Abstract No. 162
Travis County, Texas

DESCRIPTION FOR A 8.091 ACRE
TEMPORARY CONSTRUCTION EASEMENT

DESCRIPTION OF A 8.091 ACRE (352,456 SQUARE FOOT) EASEMENT, OUT OF THE THOMAS A. MOORE SURVEY NO. 44, ABSTRACT NO. 526, AND THE WILLIAM CALDWELL SURVEY NO. 66, ABSTRACT NO. 162, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 339.82 ACRES (EXHIBIT "A", TRACT "A") CONVEYED TO TRAVIS COUNTY, TEXAS BY GENERAL WARRANTY DEED DATED FEBRUARY 26, 1998, AS RECORDED IN VOLUME 13131, PAGE 3751, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS; SAID 8.091 ACRE EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point at the southeast corner of this easement, being in the south line of said 339.82 acre Travis County, Texas tract, also being in the north line of that tract described as 5.665 acres ("Exhibit B") conveyed to Vanterra Capital Group, LLC by Special Warranty Deed, as recorded in Document No. 2020225668, Official Public Records, Travis County, Texas, and being at the southwest corner of a 40 foot wide Interlocal Agreement between the City of Pflugerville and Travis County, dated June 10, 2003 (unfiled), from which a 1/2-inch iron pipe found in the south line of said 339.82 acre Travis County, Texas tract, being at the northeast corner of said 5.665 acre Vanterra Capital Group tract, and the northwest corner of that tract described as 2.67 acres conveyed to Alfredo Perez, Jr. by General Warranty Deed, as recorded in Document No. 2018009054, Official Public Records, Travis County, Texas, and being at the southeast corner of said 40 foot wide Interlocal Agreement, bears South 62°13'43" East 40.00 feet, and also from which a 1/2-inch iron rod found at the southeast corner of said 339.82 acre tract, being the southwest corner of that tract described as 44.755 acres conveyed to Travis County, Texas by General Warranty Deed, as recorded in Document No. 2012121767, Official Public Records, Travis County, Texas, and being in the north line of said 2.67 acre Perez tract, bears South 62°13'43" East 40.00 feet, and South 59°11'03" East 193.89 feet, said POINT OF BEGINNING having Surface Coordinates of N=10,120,435.56, E=3,158,776.35;

- 1) THENCE, along the south line of this easement and said 339.82 acre Travis County, Texas tract, being the north line of said 5.665 acre Vanterra Capital Group tract, **North 62°13'43" West 60.00 feet** to a calculated point at the southeast corner of this easement, from which a 1/2-inch iron rod (leaning) found in south line of Lot 1, Block 1, Steed's Ridge, a subdivision of record in Book 100, Pages 317-318, Plat Records, Travis County, Texas, bears North 62°13'43" West 929.73 feet;

THENCE, along the west line of this easement, crossing said 339.82 acre Travis County, Texas tract, the following seven (7) courses, numbered 2 through 8:

- 2) **North 27°45'39" East 692.88 feet** to a calculated point,
- 3) **South 59°51'26" East 193.75 feet** to a calculated point,
- 4) **North 27°45'30" East 707.43 feet** to a calculated point,
- 5) **North 27°41'57" East 1,456.60 feet** to a calculated point,
- 6) **North 27°48'23" East 1,409.23 feet** to a calculated point,
- 7) **North 27°40'47" East 900.91 feet** to a calculated point, and
- 8) **North 27°37'35" East 513.66 feet** to a calculated point at the northwest corner of this easement, being in the north line of said 339.82 acre Travis County, Texas tract, also being in the south line of Lot 3F, Replat of Lot 3C – Renewable Energy Park, a subdivision of record in Document No. 201300274, Official Public Records, Travis County, Texas, being described as 121.790 acres conveyed to Pflugerville Community Development Corporation by Special Warranty Deed, as recorded in Document No. 2008190659, Official Public Records, Travis County, Texas;

9) THENCE, along the north line of this easement and said 339.82 acre Travis County, Texas tract, being the south line of said Lot 3F and said 121.790 acre Pflugerville Community Development tract, **South 62°12'57" East 60.00 feet** to a calculated point at the northeast corner of this easement, being the northwest corner of said 40 foot wide Interlocal Agreement, from which a 1/2-inch iron rod with "Inland 4933" cap found at the northeast corner of said 339.82 acre Travis County, Texas tract and said 40 foot wide Interlocal Agreement, being the northwest corner of that tract described as 17.693 acres conveyed to the State of Texas by Deed, as recorded in Document No. 2004188029, Official Public Records, Travis County, Texas, bears South 62°12'57" East 40.00 feet;

THENCE, along the east line of this easement, being the west line of said 40 foot wide Interlocal Agreement, crossing said 339.82 acre Travis County tract, the following seven (7) courses, numbered 10 through 16:

10) **South 27°37'36" West 513.55 feet** to a calculated point, from which a 1/2-inch iron rod found in the east line of said 339.82 acre Travis County, Texas tract and said 40 wide Interlocal Agreement, being at the southwest corner of said 17.693 acre State of Texas tract, and the northwest corner of that tract described as 60.677 acres conveyed to 15218 Cameron, LLC by Special Warranty Deed, as recorded in Document No. 2013156498, Official Public Records, Travis County, Texas, bears South 62°20'49" East 40.00 feet,

11) **South 27°40'47" West 900.98 feet** to a calculated point,

12) **South 27°48'23" West 1,409.24 feet** to a calculated point, from which a Texas Department of Transportation (TxDOT) Type I monument found in the east line of said 339.82 acre Travis County, Texas tract and said 40 foot wide Interlocal Agreement, being at the southwest corner of that tract described as 97-1/2 acres in Volume 955, Page 46, Deed Records, Travis County, Texas, and conveyed to William Charles Bryan (2/3) interest by Gift Deed, as recorded in Document No. 2021275889, Official Public Records, Travis County, Texas, and to Mary Belle Brackett (1/3 Interest) by Last Will and Testament, as recorded in Document No. 2003203549, Official Public Records, Travis County, Texas, and the northwest corner of that tract described as 49.993 acres conveyed to Gladys M. Wentreck by Deed, as recorded in Volume 5242, Page 2288, Deed Records, Travis County, Texas, bears South 62°14'50" East 40.00 feet,

- 13) **South 27°41'57" West 1,456.58 feet** to a calculated point, from which a 1/2-inch iron rod (leaning) found in the east line of said 339.82 acre Travis County, Texas tract and said 40 foot wide Interlocal Agreement, being at the southwest corner of that tract described as 12.74 acres conveyed to YKC Cameron LP by Cash Warranty Deed, as recorded in Document No. 2002065374, Official Public Records, Travis County, Texas, and the northwest corner of said 44.755 acre Travis County, Texas tract, bears South 62°16'17" East 40.00 feet,

- 14) **South 27°45'30" West 770.01 feet** to a calculate point, from which a 1/2-inch iron rod with cap (illegible) found in the east line of said 339.82 acre Travis County, Texas tract, and the west line of said 44.755 acre Travis County, Texas tract, being at an angle point in the east line of said 40 foot wide Interlocal Agreement, bears South 15°55'41" East 57.66 feet,

- 15) **North 59°51'26" West 193.75 feet** to a calculated point, from which a 1/2-inch iron rod with "SAM Inc" cap found at an angle point in the east line of said 40 foot wide Interlocal Agreement, bears South 16°02'53" East 57.78 feet, and

8.091 Acre TCE

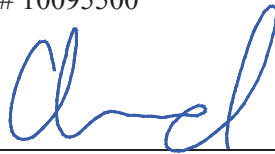
16) **South 27°45'39" West 630.34 feet** to the POINT OF BEGINNING and containing 8.091 acres (352,456 square feet) of land within these metes and bounds.

Bearing Basis Note

The bearings described herein are based on the Texas Coordinate System, Central Zone (4203), NAD83 (2011) EPOCH 2010.00. The coordinates shown are surface coordinates and can be converted to grid by dividing a combined scale factor of 1.000070.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6
Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500



10/13/2022

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

Note: There is a plat to accompany this description.

M:\F&N~22-009~Pville Raw Water Line\Description\8.091 Ac Travis County-Rev3

Issued 09/13/2022; Revised 09/30/2022; Revised 10/06/2022; Revised 10/13/2022

AUSTIN GRID R-33 & R-34
TCAD# 0259410207 & 0259410205

**SKETCH TO ACCOMPANY DESCRIPTION
OF 8.091 AC. OR 352,456 SQ. FT. OF LAND OUT OF
THE WILLIAM CALDWELL SURVEY NO. 66, ABSTRACT NO. 162 AND
THE THOMAS A. MOORE SURVEY NO. 44, ABSTRACT NO. 526
AUSTIN, TRAVIS COUNTY, TEXAS**

SCALE 1" = 200'

**STEED'S RIDGE
BK. 100, PGS. 317-318
P.R.T.C.T.
(12.00 ACRES)
LOT 1
BLOCK 1**

DANIEL JOHN WILLIAMS
AND WIFE,
JENNIFER WILLIAMS
VOL. 12073, PG. 2366
R.P.R.T.C.T.
(12.00 ACRES)
NOVEMBER 29, 1993

**TEMPORARY
CONSTRUCTION
EASEMENT
8.091 AC. OR
352,456 SQ. FT.**

TRAVIS COUNTY, TEXAS
VOL. 13131, PG. 3751
R.P.R.T.C.T.
EXHIBIT "A"
TRACT "A"
(339.82 ACRES)
FEBRUARY 26, 1998

VANTERRA CAPITAL GROUP, LLC
DOC. NO. 2020225668
O.P.R.T.C.T.
"EXHIBIT B"
(5.665 ACRES)
NOVEMBER 20, 2020

**P.O.B.
SURFACE COORDINATES
N=10,120,435.56
E=3,158,776.35**

MARIGUITA CASTRO
SURVEY NO. 50
SURVEY NO. 160
ABSTRACT NO. 160

**KILLINGSWORTH LANE
(R.O.W. WIDTH VARIES)**
EXISTING R.O.W.
EXISTING R.O.W.

40' WATERLINE EASEMENT
DOC. NO. 2003241002
O.P.R.T.C.T.

THOMAS A. MOORE SURVEY
SURVEY NO. 44
ABSTRACT NO. 526

MATCHLINE -- PAGE 7 OF 9

WILLIAM CALDWELL SURVEY
SURVEY NO. 66
ABSTRACT NO. 162

TRAVIS COUNTY, TEXAS
DOC. NO. 2012121767
O.P.R.T.C.T.
(44.755 ACRES)
JULY 24, 2012

ALFREDO PEREZ, JR.
DOC. NO. 2018009054
O.P.R.T.C.T.
(2.67 ACRES)
JANUARY 19, 2018

40' WIDE INTERLOCAL
AGREEMENT BETWEEN THE CITY
OF PFLUGERVILLE AND
TRAVIS COUNTY AND
DATED JUNE 10, 2003
(UNFILED)
(S27°44'42"W)
(1,403.21')

S59°51'26"E
193.75'

692.88'
N27°45'39"E

630.34'
S27°45'39"W

(N59°10'53"W)
(193.88')

S59°11'03"E
193.89'

LINE TABLE		
LINE#	BEARING	DISTANCE
L1	N62°13'43"W	60.00'
L2	S62°13'43"E	40.00'
L8	N59°51'26"W	193.75'
L9	S15°55'41"E	57.66'
L10	S16°02'53"E	57.78'

TCAD# 0259410205
TCAD# 0259410207
SURVEYED BY:

PAGE 6 OF 9

**McGRAY & McGRAY
LAND SURVEYORS, INC.**
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
MCGRAY.COM (512) 451-8591
TBPELS SURVEY FIRM #10095500

**SKETCH TO ACCOMPANY DESCRIPTION
OF 8.091 AC. OR 352,456 SQ. FT. OF LAND OUT OF
THE WILLIAM CALDWELL SURVEY NO. 66, ABSTRACT NO. 162 AND
THE THOMAS A. MOORE SURVEY NO. 44, ABSTRACT NO. 526
AUSTIN, TRAVIS COUNTY, TEXAS**

MATCHLINE - PAGE 8 OF 9



SCALE 1" = 200'

TEMPORARY
CONSTRUCTION
EASEMENT
8.091 AC. OR
352,456 SQ. FT.

THOMAS A. MOORE SURVEY
SURVEY NO. 44
ABSTRACT NO. 526

WILLIAM CALDWELL SURVEY
SURVEY NO. 66
ABSTRACT NO. 162

GLADYS M. WENTRCEK
VOL. 5242, PG. 2288
D.R.T.C.T.
(49.993 ACRES)
JULY 9, 1975

TRAVIS COUNTY, TEXAS
VOL. 13131, PG. 3751
R.P.R.T.C.T.
EXHIBIT "A"
TRACT "A"
(339.82 ACRES)
FEBRUARY 26, 1998

LINE TABLE		
LINE#	BEARING	DISTANCE
L7	S62°16'17"E	40.00'

YKC CAMERON LP
DOC. NO. 2002065373
O.P.R.T.C.T.
(12.36 ACRES)
APRIL 5, 2002

40' WIDE INTERLOCAL AGREEMENT
BETWEEN THE CITY OF
PFLUGERVILLE AND TRAVIS COUNTY
DATED JUNE 10, 2003
(UNFILED)

YKC CAMERON LP
DOC. NO. 2002065371
O.P.R.T.C.T.
(12.49 ACRES)
APRIL 5, 2002

YKC CAMERON LP
DOC. NO. 2002065375
O.P.R.T.C.T.
(12.51 ACRES)
APRIL 1, 2002

YKC CAMERON LP
DOC. NO. 2002065374
O.P.R.T.C.T.
(12.74 ACRES)
APRIL 2, 2002

TRAVIS COUNTY, TEXAS
DOC. NO. 2012121767
O.P.R.T.C.T.
(44.755 ACRES)
JULY 24, 2012

N27°45'30"E 707.43'
S27°45'30"W 770.01'
(S27°44'42"W 1,403.21')

N27°41'57"E 1,456.60'
S27°41'57"W 1,456.58'
(S27°42'35"W 1,456.30')

L7
LEANING

MATCHLINE - PAGE 6 OF 9

TCAD# 0259410205
TCAD# 0259410207
SURVEYED BY:

PAGE 7 OF 9

**McGRAY & McGRAY
LAND SURVEYORS, INC.**
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
MCGRAY.COM (512) 451-8591
TBPELS SURVEY FIRM #10095500

**SKETCH TO ACCOMPANY DESCRIPTION
OF 8.091 AC. OR 352,456 SQ. FT. OF LAND OUT OF
THE WILLIAM CALDWELL SURVEY NO. 66, ABSTRACT NO. 162 AND
THE THOMAS A. MOORE SURVEY NO. 44, ABSTRACT NO. 526
AUSTIN, TRAVIS COUNTY, TEXAS**



SCALE 1" = 200'

WILLIAM CALDWELL SURVEY
SURVEY NO. 66
ABSTRACT NO. 162

TRAVIS COUNTY, TEXAS
VOL. 13131, PG. 3751
R.P.R.T.C.T.
EXHIBIT "A"
TRACT "A"
(339.82 ACRES)
FEBRUARY 26, 1998

15218 CAMERON, L.L.C.
DOC. NO. 2013156498
O.P.R.T.C.T.
(60.677 ACRES)
JANUARY 23, 2013

100' WIDE ELECTRIC TRANSMISSION EASEMENT
VOL. 653, PG. 342, D.R.T.C.T.
AND DOC. NO. 2014137255
O.P.R.T.C.T.

TEMPORARY
CONSTRUCTION
EASEMENT
8.091 AC. OR
352,456 SQ. FT.

40' WIDE INTERLOCAL AGREEMENT
BETWEEN THE CITY OF
PFLUGERVILLE AND TRAVIS COUNTY
DATED JUNE 10, 2003
(UNFILED)

LINE TABLE		
LINE#	BEARING	DISTANCE
L6	S62°14'50"E	40.00'

WILLIAM CHARLES BRYAN
DOC. NO. 2021275889
O.P.R.T.C.T.
GIFT DEED
UNDIVIDED TWO THIRDS (2/3) INTEREST
DECEMBER 21, 2021

MARY BELLE BRACKETT
DOC. NO. 2003203549
O.P.R.T.C.T.
(1/3) INTEREST
MAY 15, 1985

DESCRIBED IN
VOL. 955, PG. 46
D.R.T.C.T.
(97-1/2 ACRES)

TCAD# 0259410205
TCAD# 0259410207
SURVEYED BY:

PAGE 8 OF 9

**McGRAY & McGRAY
LAND SURVEYORS, INC.**

3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
MCGRAY.COM (512) 451-8591
TBPELS SURVEY FIRM #10095500

MATCHLINE - PAGE 7 OF 9

MATCHLINE - PAGE 9 OF 9

RITY
ENT

APPROXIMATE
SURVEY LINE -
A-162
A-526

L6
LEANING

**SKETCH TO ACCOMPANY DESCRIPTION
OF 8.091 AC. OR 352,456 SQ. FT. OF LAND OUT OF
THE WILLIAM CALDWELL SURVEY NO. 66, ABSTRACT NO. 162 AND
THE THOMAS A. MOORE SURVEY NO. 44, ABSTRACT NO. 526
AUSTIN, TRAVIS COUNTY, TEXAS**

SCALE 1" = 200'

LINE TABLE		
LINE#	BEARING	DISTANCE
L3	S62°12'57"E	60.00'
L4	S62°12'57"E	40.00'
L5	S62°20'49"E	40.00'

*REPLAT OF LOT 3C-
RENEWABLE ENERGY PARK
DOC. NO. 201300274
O.P.R.T.C.T.
(108.427 ACRES)*

*LOT 3F
(41.648 AC.)*

PFLUGERVILLE COMMUNITY
DEVELOPMENT CORPORATION
DOC. NO. 2008190659
O.P.R.T.C.T.
(121.790 ACRES)
NOVEMBER 21, 2008

WILLIAM CALDWELL
SURVEY NO. 66
ABSTRACT NO. 162

TRAVIS COUNTY, TEXAS
VOL. 13131, PG. 3751
R.P.R.T.C.T.
EXHIBIT "A"
TRACT "A"
(339.82 ACRES)
FEBRUARY 26, 1998

TEMPORARY
CONSTRUCTION
EASEMENT
8.091 AC. OR
352,456 SQ. FT.

STATE OF TEXAS
DOC. NO. 2004188029
O.P.R.T.C.T.
(17.693 ACRES)
AUGUST 20, 2004

40' WATERLINE EASEMENT
DOC. NO. 2003229823
O.P.R.T.C.T.

40' WIDE INTERLOCAL AGREEMENT
BETWEEN THE CITY OF PFLUGERVILLE
AND TRAVIS COUNTY
DATED JUNE 10, 2003
(UNFILED)

15218 CAMERON, L.L.C.
DOC. NO. 2013156498
O.P.R.T.C.T.
(60.677 ACRES)
JANUARY 23, 2013

LEGEND

- 1/2" IRON ROD FOUND
- 1/2" IRON PIPE FOUND (UNLESS NOTED)
- ⊙ 1/2" IRON ROD WITH CAP FOUND
- TYPE I CONCRETE MARKER
- △ CALCULATED POINT
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
- P.R.T.C.T. PLAT RECORDS OF TRAVIS COUNTY, TEXAS
- D.R.T.C.T. DEED RECORDS TRAVIS COUNTY, TEXAS
- R.P.R.T.C.T. REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- ℞ PROPERTY LINE
- R.O.W. RIGHT OF WAY
- ⚡ DISTANCE NOT TO SCALE
- (.....) RECORD INFORMATION

REVISED: 10-13-2022
REVISED: 10-06-2022
REVISED: 09-30-2022
ISSUED: 09-13-2022
PAGE 9 OF 9

TCAD# 0259410205
TCAD# 0259410207
SURVEYED BY:

**McGRAY & McGRAY
LAND SURVEYORS, INC.**
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
MCGRAY.COM (512) 451-8591
TBPELS SURVEY FIRM #10095500



Chris Conrad

10/13/2022

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE
Note: There is a description to accompany this plat.

LICENSE AGREEMENT
FOR
TEMPORARY CONSTRUCTION AREA

STATE OF TEXAS §
 §
 §
COUNTY OF TRAVIS §

This License Agreement (“License Agreement”) is made and entered into by and between Travis County, a political subdivision of the State of Texas (“COUNTY”) and THE CITY OF PFLUGERVILLE, TEXAS, a home-rule city located in Travis County, Texas (“LICENSEE”).

RECITALS

WHEREAS, COUNTY is the owner of Northeast Metro Park (the “Property”); and

WHEREAS, LICENSEE desires a temporary 60’ license agreement to facilitate installation of new 42” raw water line in an easement on Northeast Metro Park upon, over, and across the Property as shown on Exhibit A (the “LICENSED AREA”).

NOW, THEREFORE, the COUNTY and LICENSEE in consideration of the mutual promises herein expressed covenant and agree to and with each other as follows:

1.0 GRANT OF LICENSE

COUNTY does hereby grant a license to the LICENSEE to enter into the LICENSED AREA to facilitate installation of new 42” raw water line on Northeast Metro Park (“Project”).

2.0 LICENSED AREA

LICENSEE agrees to limit its assembly activities to the Licensed Area as show on Exhibit A attached hereto and made a part hereof.

3.0 CONSIDERATION

The mutual promises contained herein shall constitute consideration for this Licensing Agreement.

4.0 ADDITIONAL CONSIDERATION AND SPECIAL CONDITIONS

- 4.1. COUNTY and LICENSEE will coordinate review and pre-approval of LICENSEE's authority to remove or disturb trees that are 8" and greater are not considered to be an invasive tree species per the Austin ECM or have been identified as diseased or damaged.
- 4.2. The Property will be restored by LICENSEE to substantially the same condition that existed prior to the construction activities, including any parking lot damage.
- 4.3. Any existing fencing that is moved or disturbed within the Property will be restored, replaced, or rebuilt with a new fence, by LICENSEE, with said new fence to be of like kind or style, of the same or higher level of quality, and in the same location as existed prior to removal of existing fence.
- 4.4. Without in any way limiting the liability of LICENSEE or its obligations under this License Agreement, LICENSEE will cause any contractors hired for the Project to carry at least the following insurance in amounts not less than the following minimum limits of coverage:

Workers' Compensation Insurance with statutory limits and Employer's Liability Insurance with limits of not less than \$1,000,000:

Employers Liability - Each Accident	\$1,000,000
Employers Liability - Each Employee	\$1,000,000
Employers Liability - Policy Limit	\$1,000,000

Commercial General Liability Insurance with limits of not less than:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$1,000,000
Products - Completed Operations Aggregate	\$1,000,000

COUNTY will require that contractor's Workers' Compensation policy shall waive the insurers' rights of subrogation against COUNTY and LICENSEE. LICENSEE shall furnish COUNTY with certificates of insurance concerning the insurance coverages hereinabove required of its contractors, which certificate is attached hereto as Exhibit B and made a part hereof.

Workers compensation insurance coverage for employees of LICENSEE will be provided by LICENSEE as mandated by the provisions of Texas Labor Code, Chapter 503, as amended from time to time.

- 4.5 LICENSEE shall be solely responsible for the costs and the securing of any permits for the use of the Property under this License Agreement or required by the City of Austin or other local governmental entities, if any, for use of the Property under this License Agreement.
- 4.6 LICENSEE shall not use the Property for any purpose other than that set forth herein.
- 4.9 LICENSEE shall use its best efforts during the term of this License Agreement to minimize interruption of park visitor activities.
- 4.10 LICENSEE shall not store equipment, supplies or vehicles associated with the Project on COUNTY property outside of Licensed Area at any time.
- 4.11 TRAVIS COUNTY IS A TOBACCO FREE WORKPLACE, THEREFORE, THERE SHALL BE NO SMOKING OR TOBACCO PRODUCTS ON PROPERTY AT ANY TIME. THIS INCLUDES ELECTRONIC CIGARETTES. LICENSEE AGREES NOT TO USE ANY EQUIPMENT OR MATERIAL THAT IS INTENDED TO PRODUCE AN OPEN FLAME.
- 4.12 LICENSEE shall install and maintenance necessary erosion and sedimentation controls as needed to prevent the discharge of material outside the limits of their area of operation.
- 4.13 LICENSEE shall obtain all necessary permits from all applicable jurisdictions on a local, state or federal level as needed prior to undertaking any work within the easement area.

5.0 TERM OF LICENSE

- 5.1 The term shall commence upon execution of License Agreement and shall terminate three (3) years after the date of execution.

6.0 Liability

- 6.1 TO THE EXTENT ALLOWED BY LAW, LICENSEE SHALL BE RESPONSIBLE FOR ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, OR DAMAGES, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DEATH, PROPERTY DAMAGE, AND ATTORNEY'S FEES ARISING DIRECTLY OR INDIRECTLY FROM ANY INTENTIONAL OR NEGLIGENT ACT OR OMISSION BY

LICENSEE, ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, INVITEES, OR LICENSEES IN LICENSEE'S EXERCISE OF THE LICENSE GRANTED HEREUNDER. IN ORDER TO PROTECT ITSELF, ITS LICENSEE BOARD MEMBERS, OFFICERS, EMPLOYEES, AND AGENTS, LICENSEE IS SELF-INSURED UNDER A SELF-INSURANCE PROGRAM ESTABLISHED BY LICENSEE TO COVER ANY AND ALL LIABILITIES INCURRED BY IT AND ANY AND ALL DEMANDS, CLAIMS, OR JUDGMENTS OR RULINGS FOR DAMAGES AGAINST IT, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DEATH, PROPERTY DAMAGE, AND ATTORNEY'S FEES ARISING DIRECTLY OR INDIRECTLY FROM ANY INTENTIONAL OR NEGLIGENT ACT OR OMISSION BY LICENSEE, ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, INVITEES, OR LICENSEES, IN LICENSEE'S EXERCISE OF THE LICENSE GRANTED HEREUNDER. IN THIS SECTION, "LICENSEE" IN THIS PARAGRAPH REFERS TO THE LICENSEE AND ANY PERSON WHO COMES ONTO THE LICENSED AREA WITH THE INVITATION, CONSENT, OR PERMISSION OF THE LICENSEE, EXPRESSED OR IMPLIED, FOR THAT PERSON'S OWN PURPOSES.

- 6.2 LICENSEE SHALL NOT DISCHARGE, LEAK, OR EMIT, OR PERMIT TO BE DISCHARGED, LEAKED, OR EMITTED, ANY MATERIAL INTO THE ATMOSPHERE, GROUND, SEWER SYSTEM, OR ANY BODY OF WATER, IF THAT MATERIAL (AS IS REASONABLY DETERMINED BY COUNTY, OR ANY GOVERNMENTAL AUTHORITY) DOES OR MAY POLLUTE OR CONTAMINATE THE SAME, OR MAY ADVERSELY AFFECT (I) HEALTH, WELFARE, OR SAFETY OF PERSONS, WHETHER LOCATED ON THE PROPERTY OR ELSEWHERE, OR (II) THE CONDITION, USE OR ENJOYMENT OF THE BUILDING OR ANY OTHER REAL OR PERSONAL PROPERTY. LICENSEE SHALL IMMEDIATELY NOTIFY COUNTY OF ANY RELEASE OF ANY HAZARDOUS MATERIAL ON OR NEAR THE PROPERTY WHETHER OR NOT SUCH RELEASE IS IN A QUANTITY THAT WOULD OTHERWISE BE REPORTABLE TO A PUBLIC AGENCY AND SHALL ALSO COMPLY WITH THE NOTIFICATION REQUIREMENTS OF ANY APPLICABLE STATE, LOCAL, OR FEDERAL -LAW OR REGULATION.
- 6.3 Any failure of LICENSEE to comply with the terms and conditions of this License Agreement will be deemed a default and the COUNTY may seek any remedies available to it at law or in equity.
- 6.4 COUNTY must notify LICENSEE of any claims it has that LICENSEE has defaulted in LICENSEE'S performance of a provision(s) of this License Agreement. COUNTY shall provide written notice of the default claim to

LICENSEE within sixty business (60) days after it has been discovered. Furthermore, COUNTY shall allow LICENSEE to remedy any default that has been proven to be valid. COUNTY may not revoke the License Agreement or otherwise terminate LICENSEE'S right to use the Property if LICENSEE is taking action to remedy the proven default. COUNTY will not be liable for any costs incurred by Licensee resulting from any revocation and termination of License, nor will COUNTY be responsible for locating alternative space for Licensee's use and operations.

7.0 NON-ASSIGNMENT OF RIGHTS

LICENSEE may not assign this License Agreement or any portion or right thereof without the prior written consent of COUNTY.

8.0 AMENDMENTS

This License Agreement may be amended only by written instrument signed by both COUNTY and LICENSEE. IT IS EXPRESSLY ACKNOWLEDGED BY LICENSEE THAT NO OFFICER, AGENT, REPRESENTATIVE, OR EMPLOYEE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO MODIFY OR AMEND THE TERMS OF THIS LICENSE AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

9.0 NON-WAIVER AND RESERVATION OF RIGHTS

9.1 No act or omission by COUNTY may constitute or be construed as a waiver of any breach or default of LICENSEE which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this License Agreement shall not be construed as a waiver of that right or privilege.

9.2 All rights of COUNTY under this License Agreement are specifically reserved and any act or omission shall not impair or prejudice any remedy or right of COUNTY under it. Any right or remedy stated in this License Agreement shall not preclude the exercise of any other right or remedy under this License Agreement, at law or at equity, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

9.3 This License Agreement is subject to all existing and future easements, licenses, Multiple Use Agreements, and leases covering all or any part of the Property.

9.4 LICENSEE ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY PRIOR TO

EXECUTION OF THIS LICENSE AGREEMENT, LICENSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY COUNTY. LICENSEE AGREES TO ACCEPT THE PROPERTY "AS-IS" AND WITH ALL FAULTS AND WAIVES ALL OBJECTIONS OR CLAIMS IN THIS REGARD AGAINST COUNTY (INCLUDING BUT NOT LIMITED TO ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY. COUNTY WILL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE USE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE CONSIDERATION FOR THE USE OF THE PROPERTY HAS BEEN NEGOTIATED TO REFLECT THAT ALL OF THE PROPERTY IS LICENSED BY COUNTY AND ACCEPTED BY LICENSEE IN THE "AS-IS" CONDITION. THIS ACCEPTANCE BY THE LICENSEE SHALL BE AN ACKNOWLEDGMENT THAT THERE IS NO LANDLORD/TENANT RELATIONSHIP ESTABLISHED BETWEEN COUNTY AND LICENSEE. LICENSEE HAS NO EXPECTATION OF WARRANTIES AS TO USE OR HABITABILITY OF THE PROPERTY.

10.0 VENUE AND CHOICE OF LAW

The obligations and undertakings of each of the parties to this License Agreement are performable in Travis County, Texas, and this License Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute arising out of this License Agreement will lie in the appropriate court of Travis County, Texas.

11.0 NOTICES

- 11.1 Any notice required or permitted to be given under this License Agreement by one Party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the Party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the Party at the address hereinafter specified.

- 11.2 The address of LICENSEE for all purposes under this License Agreement shall be:

THE CITY OF PFLUGERVILLE,
Attn: Sereniah Breland, City Manager _____
100 East Main Street
Pflugerville, Texas 78660 _____

- 11.3 The address of COUNTY for all purposes and all notices under this License Agreement shall be:

Honorable Andy Brown (or successor in office)
Travis County Judge
P.O. Box 1748
Austin, Texas 78767

With copies to:

Cynthia McDonald, County Executive (or successor)
Travis County Transportation and Natural Resources Dept.
P.O. Box 1748
Austin, Texas 78767

And

Christopher Gilmore
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767

- 11.4 Each Party may change the address for notice to it by giving notice of the change in compliance with this section.

12.0 SEVERABILITY

If any portion or portions of this License Agreement are ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

13.0 ENTIRETY OF AGREEMENT

This License Agreement represents the sole, entire, and integrated Agreement between COUNTY and LICENSEE with respect to the subject matter herein and supersedes all prior negotiations, representatives, or agreements either oral or written.

IN WITNESS WHEREOF, COUNTY and LICENSEE have duly executed this License Agreement effective as of the later date set forth below (the "Effective Date").

Exhibit "A-1"

COUNTY:

TRAVIS COUNTY

By: _____
Andy Brown, County Judge

Date: _____

LICENSEE:

THE CITY OF PFLUGERVILLE, TEXAS,
a home-rule city located in Travis County, Texas

By: _____

Name: _____

Title: _____

Date: _____

Exhibit "A-1"

Exhibit A
(LICENSED AREA)

Exhibit "A-1"

Exhibit B
Insurance Certificate

22. Indemnity/Compliance with Laws. To the extent not considered a “debt” within the meaning of Article XI, Section 7 of the Texas Constitution and otherwise permitted under applicable laws in the State of Texas, LICENSEE shall indemnify and hold COUNTY harmless from any loss, cost, damage or expense arising from material physical damage to the LICENSED AREA, or any other of COUNTY’s lands adjoining the LICENSED AREA, or claims for personal injuries to or death of any person occurring as a result of actions of LICENSEE in the use of or the access of the LICENSED AREA by LICENSEE, its agents, employees, contractors or invitees.

Exhibit "A-1"