

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 LINE EASEMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

GRANT OF EASEMENT:

Pflugerville Community Development Corporation ("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 a water line, 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 line 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:

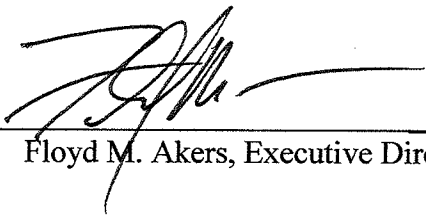
This agreement shall bind and inure to the benefit of the respective parties hereto, their heirs, legal representatives, successors and assigns.

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 12th day of FEBRUARY, 2013.

GRANTOR: PFLUGERVILLE COMMUNITY DEVELOPMENT CORPORATION

By: 
Floyd M. Akers, Executive Director

AGREED AND ACCEPTED:
CITY OF PFLUGERVILLE, TEXAS,
a Texas home-rule municipality

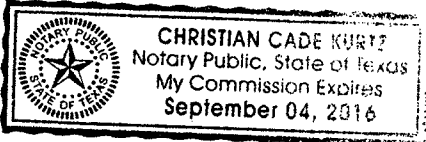
By: _____
Brandon Wade, City Manager


ATTEST:

Karen Thompson, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

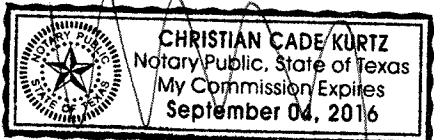
This instrument was acknowledged before me on FEB 12th, 2013, by Floyd M. Akers, Executive Director, Pflugerville Community Development Corporation, an individual residing in Travis County, Texas.

(seal) 


Notary Public Signature

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2013, by Brandon Wade, City Manager of the City of Pflugerville, Texas, a Texas home-rule municipality, on behalf of said municipality.

(seal) 

Notary Public Signature

EXHIBIT "A"
EASEMENT TRACT

METES AND BOUNDS DESCRIPTION

OF A 0.046 OF AN ACRE TRACT OUT OF THE WILLIAM CALDWELL SURVEY, ABSTRACT NUMBER 162 SITUATED IN TRAVIS COUNTY, TEXAS AND BEING OUT OF LOT2, RENEWABLE ENERGY PARK AS RECORDED IN DOCUMENT NUMBER 201100199 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, AT A ½ INCH IRON ROD FOUND WITH PLASTIC CAP STAMPED 'G&R SURVEYING' IN THE SOUTH RIGHT OF WAY OF PECAN STREET, ALSO BEING IN THE WEST RIGHT OF WAY OF STATE HIGHWAY NUMBER 130, AND BEING THE NORTHEAST CORNER OF SAID LOT 2;

THENCE, N 60°40'04" W, ALONG SAID SOUTH RIGHT OF WAY, A DISTANCE OF 227.51 FEET TO A CALCULATED POINT;

THENCE, S 25°18'47" W, DEPARTING SAID SOUTH RIGHT OF WAY, THROUGH THE INTERIOR OF SAID LOT 2, A DISTANCE OF 30.00 FEET TO A CALCULATED POINT FOR THE NORTHEAST CORNER HEREOF AND **POINT OF BEGINNING**;

THENCE, S 25°18'47" W, A DISTANCE OF 133.41 FEET TO A CALCULATED POINT, FOR THE SOUTHEAST CORNER HEREOF;

THENCE, N 64°40'04" W, A DISTANCE OF 30.00 FEET TO A CALCULATED POINT FOR THE SOUTHWEST CORNER HEREOF;

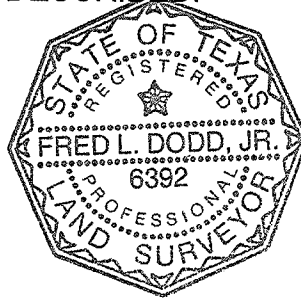
THENCE, N 25°18'47" E, A DISTANCE OF 133.41 FEET TO A CALCULATED POINT FOR THE NORTHWEST CORNER HEREOF;

THENCE, S 64°40'04" E, A DISTANCE OF 30.00 FEET TO THE PLACE OF BEGINNING, AND CONTAINING 0.046 OF AN ACRE, MORE OR LESS.

BEARING BASIS OF THE SURVEY DESCRIBED HEREIN IS DOCUMENT NUMBER 201100199 OF THE PLAT 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.

DATE: 01/25/2013
DODD SURVEYING
PROFESSIONAL SURVEYORS
503 PARKVIEW DRIVE
PFLUGERVILLE, TEXAS 78660

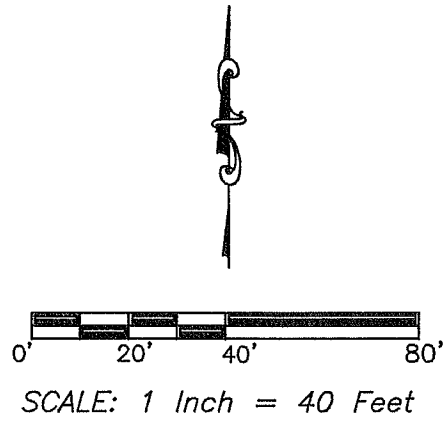


Fred L. Dodd Jr.
FRED L. DODD JR.
RPLS NO. 6392
STATE OF TEXAS

EXHIBIT 'A'
SHEET 3 OF 3

LINE TABLE

L1	S 25°18'47" W	30.00'
L2	S 25°18'47" W	133.41'
L3	N 64°40'04" W	15.00'
L4	N 25°18'47" E	133.41'
L5	S 64°40'04" E	15.00'

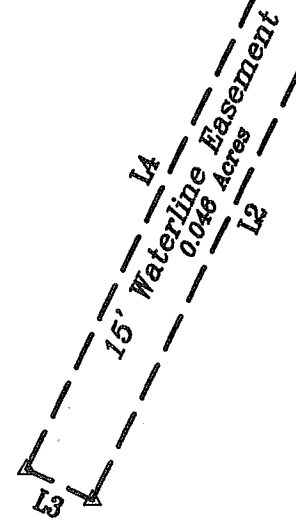


30' WATER/
WASTEWATER
EASEMENT

PECAN STREET
(R.O.W. VARIES)
N 64°40'04" W 227.51'

P.O.B.

WILLIAM CALDWELL SURVEY
ABSTRACT NO. 162



LOT 2
RENEWABLE ENERGY PARK
DOC. NO. 201100199
OFFICIAL PUBLIC RECORDS
TRAVIS COUNTY, TEXAS

LEGEND

●	1/2" IRON ROD FOUND W/CAP
△	NAIL SET
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

P.O.C.
'G&R' SURVEYING

STATE HIGHWAY NUMBER 130
(R.O.W. VARIES)

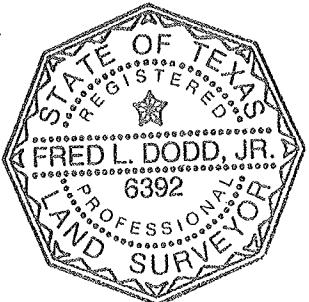
30' WATER/
WASTEWATER
EASEMENT

BEARING BASIS OF THE SURVEY SHOWN HEREON IS PROVIDED BY DOCUMENT 201100199 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

SKETCH TO ACCOMPANY FIELD NOTES FN13005 OF A 0.046 ACRE TRACT OUT OF THE WILLIAM CALDWELL SURVEY, ABSTRACT NO. 162, SITUATED IN TRAVIS COUNTY, TEXAS.



DODD SURVEYING
PROFESSIONAL LAND SURVEYING
503 PARKVIEW DRIVE
PFLUGERVILLE, TX 78660
(512) 843-3633
www.DoddSurveying.com



I, FRED L. DODD JR., A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION, AND THAT ALL CORNERS ARE MARKED AS DESCRIBED. A METES AND BOUNDS DESCRIPTION WAS PREPARED TO ACCOMPANY THIS SKETCH.

Fred L. Dodd Jr.
FRED L. DODD JR. R.P.L.S. NO. 6392