

**EASEMENT PURCHASE AGREEMENT
LANIER C. BOHLS AND JANET BOHLS (SELLER)**

This Purchase Agreement (this "Agreement") is made and entered into by and between the **CITY OF PFLUGERVILLE, TEXAS**, a Texas home rule municipality corporation ("Buyer"), and Lanier C. Bohls and Janet Bohls, ("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 104 acre tract recorded in Volume 12820, Page 1846, Official Public Records of Travis County, Texas.

B. Buyer requires acquisition of portions of this tract for a permanent wastewater easement (**Exhibit "A"**) and a temporary workspace easement (**Exhibit "B"**) for the Carmel Wastewater Interceptor CIP project.

C. Seller is willing to convey and Buyer to purchase the permanent wastewater easement and the temporary construction easement for the appraised value of **\$1,553.00**.

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

I.

Purchase and Sale Agreement. For the Purchase Price, Seller agrees to sell and convey an Easement to Buyer, and Buyer agrees to buy and pay Seller for the permanent wastewater easement for the purpose of providing access for the operation, repair, maintenance, placement, replacement, relocation, removal, operation, expansion, connections, of the public wastewater utility facilities and related appurtenances which are constructed and installed therein as described in **Exhibit "A"**; and a temporary workspace easement for any and all purposes incident to effectuating the Project, including but not limited to construction staging, equipment storage, temporary spoil storage, and access as described in **Exhibit "B"**. 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 Easement. In the event the City Council does not approve the acceptance of the Easement, 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 Thousand Five Hundred Fifty-Three and NO/100 (**\$1,553.00**) to be paid at closing.

III.

The Property. A variable width permanent wastewater easement and a 20 foot wide temporary workspace easement over, across, under and through a 104 acre tract recorded by recorded in Volume 12820, Page 1846, Official Public Records of Travis County, Texas as more particularly described in **Exhibit "A"** and **Exhibit "B"**, attached hereto and incorporated by reference for all purposes.

IV.

Easement Instrument. The Instrument of Conveyance shall be in substantial conformance with the form and substance as stated in the permanent wastewater easement (**Exhibit "C"**), 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 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:

Buyer: City of Pflugerville
Attn: Brandon Wade, City Manager
100 East Main Street
Pflugerville, Texas 78660

Seller: Lanier C. Bohls and Janet Bohls
16242 Cameron Road
Pflugerville, Texas 78660

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 they have fee simple absolute title to the Property described in **Exhibit "A" and Exhibit "B"**, 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.

SELLER:

Lanier C. Bohls

Janet Bohls

PURCHASER:

CITY OF PFLUGERVILLE,
a Texas home rule municipality

By: _____
Brandon Wade, City Manager

ATTEST:

Karen Thompson, City Secretary

EXHIBIT "A"



**0.218 ACRE WASTEWATER EASEMENT
LOCATED IN THE WILLIAM CALDWELL SURVEY, ABSTRACT 162
TRAVIS COUNTY, TEXAS**

FIELD NOTES FOR A 0.218 ACRE WASTEWATER EASEMENT LOCATED IN THE WILLIAM CALDWELL SURVEY, ABSTRACT 162, TRAVIS COUNTY, TEXAS, AND BEING OUT OF THE REMAINDER OF A CALLED 104 ACRE TRACT DESCRIBED AS EXHIBIT C, FIRST TRACT IN A DEED TO LANIER C. BOHLS RECORDED IN VOLUME 12820, PAGE 1846 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS. SAID 0.218 ACRE TRACT BEING MORE PARTICULARLY SHOWN ON THE ATTACHED EXHIBIT DRAWING AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD WITH A CAP STAMPED "TLS INC" FOUND IN THE WEST LINE OF A CALLED 3.507 ACRE TRACT DESCRIBED AS TRACT 2 IN A DEED TO CE DEVELOPMENT, INC., A TEXAS CORPORATION RECORDED IN TRAVIS COUNTY CLERK'S DOCUMENT (T.C.C.D.) 2015146187 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.) MARKING THE SOUTHEAST CORNER OF A CALLED 45.680 ACRE TRACT DESCRIBED IN A DEED TO CACTUS INVESTMENTS, LP, A TEXAS LIMITED PARTNERSHIP RECORDED IN T.C.C.D. 2008059998 OF THE O.P.R.T.C.T., SAME BEING THE NORTHEAST CORNER OF THE REMAINDER OF SAID 104 ACRE TRACT FROM WHICH A 1/2" IRON ROD FOUND MARKING THE SOUTHWEST CORNER OF SAID 3.507 ACRE TRACT BEARS S 27°13'34" W – 1689.97';

THENCE S 27°13'34" W – 191.45' WITH THE COMMON LINE OF THE REMAINDER OF SAID 104 ACRE TRACT AND SAID 3.507 ACRE TRACT TO A 1/2" IRON ROD WITH A CAP STAMPED "WALKER PARTNERS" SET FOR THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE S 27°13'34" W – 50.30' CONTINUING WITH SAID COMMON LINE TO A 1/2" IRON ROD WITH A CAP STAMPED "WALKER PARTNERS" SET FOR THE MOST SOUTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 09°23'26" W – 303.13' CROSSING THE INTERIOR OF THE REMAINDER OF SAID 104 ACRE TRACT TO A 1/2" IRON ROD WITH A CAP STAMPED "WALKER PARTNERS" SET IN THE COMMON LINE OF THE 104 ACRE TRACT AND SAID 45.680 ACRE TRACT FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 62°17'00" E – 62.70' WITH SAID COMMON LINE TO A 1/2" IRON ROD WITH A CAP STAMPED "WALKER PARTNERS" SET FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;



**0.218 ACRE WASTEWATER EASEMENT
LOCATED IN THE WILLIAM CALDWELL SURVEY, ABSTRACT 162
TRAVIS COUNTY, TEXAS**

FIELD NOTES FOR A 0.218 ACRE WASTEWATER EASEMENT LOCATED IN THE WILLIAM CALDWELL SURVEY, ABSTRACT 162, TRAVIS COUNTY, TEXAS, AND BEING OUT OF THE REMAINDER OF A CALLED 104 ACRE TRACT DESCRIBED AS EXHIBIT C, FIRST TRACT IN A DEED TO LANIER C. BOHLS RECORDED IN VOLUME 12820, PAGE 1846 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS. SAID 0.218 ACRE TRACT BEING MORE PARTICULARLY SHOWN ON THE ATTACHED EXHIBIT DRAWING AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD WITH A CAP STAMPED "TLS INC" FOUND IN THE WEST LINE OF A CALLED 3.507 ACRE TRACT DESCRIBED AS TRACT 2 IN A DEED TO CE DEVELOPMENT, INC., A TEXAS CORPORATION RECORDED IN TRAVIS COUNTY CLERK'S DOCUMENT (T.C.C.D.) 2015146187 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.) MARKING THE SOUTHEAST CORNER OF A CALLED 45.680 ACRE TRACT DESCRIBED IN A DEED TO CACTUS INVESTMENTS, LP, A TEXAS LIMITED PARTNERSHIP RECORDED IN T.C.C.D. 2008059998 OF THE O.P.R.T.C.T., SAME BEING THE NORTHEAST CORNER OF THE REMAINDER OF SAID 104 ACRE TRACT FROM WHICH A 1/2" IRON ROD FOUND MARKING THE SOUTHWEST CORNER OF SAID 3.507 ACRE TRACT BEARS S 27°13'34" W – 1689.97";

THENCE S 27°13'34" W – 191.45' WITH THE COMMON LINE OF THE REMAINDER OF SAID 104 ACRE TRACT AND SAID 3.507 ACRE TRACT TO A 1/2" IRON ROD WITH A CAP STAMPED "WALKER PARTNERS" SET FOR THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE S 27°13'34" W – 50.30' CONTINUING WITH SAID COMMON LINE TO A 1/2" IRON ROD WITH A CAP STAMPED "WALKER PARTNERS" SET FOR THE MOST SOUTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 09°23'26" W – 303.13' CROSSING THE INTERIOR OF THE REMAINDER OF SAID 104 ACRE TRACT TO A 1/2" IRON ROD WITH A CAP STAMPED "WALKER PARTNERS" SET IN THE COMMON LINE OF THE 104 ACRE TRACT AND SAID 45.680 ACRE TRACT FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 62°17'00" E – 82.70' WITH SAID COMMON LINE TO A 1/2" IRON ROD WITH A CAP STAMPED "WALKER PARTNERS" SET FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

December 31, 2015

THENCE S 27°13'34" W - 50.30' WITH SAID COMMON LINE RETURNING TO THE POINT OF BEGINNING AND CONTAINING 0.094 ACRE OF LAND.

THIS DESCRIPTION IS BASED ON THE ATTACHED SURVEY AND EXHIBIT DRAWING MADE BY DANA B. SPIGENER, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 4809.

BEARINGS CITED WITHIN THIS DESCRIPTION ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS.

SURVEY DATE: JANUARY, 2015 - JANUARY, 2016
RELEASE DATE: JANUARY 4, 2016

Dana B. Spigener
DANA B. SPIGENER, R.L.S. 4809

PROJ NO. 1-02656
PLAT NO. A1-1014
FIELD NOTE NO. 8
MAP CHECKED 12-28-15



WASTEWATER EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 27°13'34" W	191.45'
L2	S 27°13'34" W	50.30'
L3	N 09°23'26" W	303.13'
L4	S 82°17'00" E	82.70'
L5	S 09°23'26" E	58.95'
L6	S 80°36'34" W	20.00'
L7	S 09°23'26" E	165.97'

TEMPORARY WORKSPACE EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
L8	S 82°17'00" E	25.08'
L9	S 09°23'26" E	43.82'
L10	S 80°36'34" W	20.00'
L11	S 09°23'26" E	139.05'
L12	S 27°13'34" W	50.30'

T.C.D. = TRAVIS COUNTY CLERK'S DOCUMENT
O.P.R.T.C.T. = OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
R.P.R.T.C.T. = REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS
○ = 1/2" IRON ROD WITH CAP STAMPED "WALKER PARTNERS" SET

CACTUS INVESTMENTS, LP
A TEXAS LIMITED PARTNERSHIP
CALLED 45.680 ACRES
T.C.D. 2008059988
O.P.R.T.C.T.

**FIELD NOTE
POINT OF
COMMENCEMENT**
N: 10126572.40 E: 3168536.44
(SEE SURVEYOR'S NOTES)

TRACT 3
CALLED 48.170 ACRES
T.C.D. 2009205387
O.P.R.T.C.T.

1/2" IRON ROD
WITH CAP STAMPED
"1/2" INC" FOUND

**TEMPORARY
WORKSPACE EASEMENT
(SEE DETAIL)**

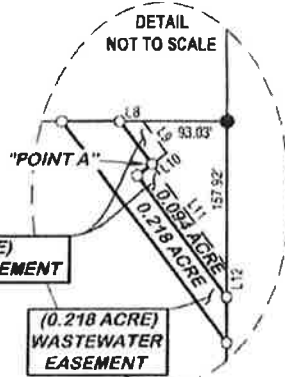
**FIELD NOTE
POINT OF
BEGINNING**

LANIER C. BOHLS
REMAINDER OF EXHIBIT C
FIRST TRACT
CALLED 104 ACRES
PARTITION DEED
VOLUME 12820, PAGE 1846
R.P.R.T.C.T.



Dana B. Spigener

**20 FEET WIDE (0.094 ACRE)
TEMPORARY WORKSPACE EASEMENT**



**(0.218 ACRE)
WASTEWATER
EASEMENT**

CE DEVELOPMENT, INC.
A TEXAS CORPORATION
TRACT 2
CALLED 3.507 ACRES
T.C.D. 2015146187
O.P.R.T.C.T.

WILLIAM CALDWELL
SURVEY ABSTRACT 162
TRAVIS COUNTY, TEXAS

1/2" IRON ROD
FOUND

MELANIE ELAINE SAMUELSON AN
UNDIVIDED ONE-HALF INTEREST AND
RUSSELL HENRY KUEMPEL AN
UNDIVIDED ONE-HALF INTEREST
TRACT 4, CALLED 48.170 ACRES
T.C.D. 2009205387
O.P.R.T.C.T.

CE DEVELOPMENT, INC.
A TEXAS CORPORATION
TRACT 4
CALLED 6.365 ACRES
T.C.D. 2015146187
O.P.R.T.C.T.

SURVEYOR'S NOTES:

SURVEY DATE: JANUARY, 2014 - JANUARY, 2016.
RELEASE DATE: JANUARY 4, 2016.

FIELD NOTES ATTACHED HERETO, MADE A PART HEREOF AND TITLED:

0.218 ACRE WASTEWATER EASEMENT, LOCATED IN THE WILLIAM CALDWELL SURVEY, ABSTRACT 162, TRAVIS COUNTY, TEXAS.

20 FEET WIDE (0.094 ACRE) TEMPORARY WORKSPACE EASEMENT, LOCATED IN THE WILLIAM CALDWELL SURVEY, ABSTRACT 162, TRAVIS COUNTY, TEXAS.

THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. (THEREFORE THE SURVEYOR CERTIFIES THAT EASEMENTS THAT HE HAS BEEN ADVISED OF HAVE BEEN ADDRESSED HEREON. HOWEVER, THE SURVEYOR DOES NOT GUARANTEE THAT ALL EASEMENTS, RESTRICTIONS OR ENCUMBRANCES (EITHER OF RECORD OR NOT OF RECORD) WHICH MAY AFFECT THE SUBJECT TRACT ARE SHOWN HEREON.

THE BEARINGS AND GRID COORDINATES SHOWN HEREON ARE BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS. DISTANCES ARE SURFACE VALUES USING A COMBINED SCALE FACTOR OF 1.00010 (GRID TO SURFACE).

**EXHIBIT OF
0.218 ACRE WASTEWATER EASEMENT
20 FEET WIDE (0.094 ACRE) TEMPORARY WORKSPACE EASEMENT
LOCATED IN THE WILLIAM CALDWELL SURVEY, ABSTRACT 162, TRAVIS COUNTY, TEXAS AND BEING
OUT OF THE REMAINDER OF A CALLED 104 ACRE TRACT DESCRIBED AS EXHIBIT C, FIRST TRACT IN A
DEED TO LANIER C. BOHLS, RECORDED IN VOLUME 12820, PAGE 1846 OF THE REAL PROPERTY
© COPYRIGHT ALL RIGHTS RESERVED RECORDS OF TRAVIS COUNTY, TEXAS**



600 AUSTIN AVENUE, SUITE 200 • WACO, TEXAS 76701
PHONE: 1-254-714-1403 • T.B.P.E. REGISTRATION NO. 8053
T.O.P.S. REGISTRATION NO. 00032500



PLAT NO. A1-1014 DRAFT DATE 12-28-15 FB/PG 334/40
PROJ. NO. 1-02656 TAB NO. NA FIELD NOTE NO. 07&08
DWG. NAME 1-02656ESMT BOHLS WW1 DRAWN BY DBS

REVISIONS

G:\PROJECTS\1-02656\DWG\1-02656ESMT BOHLS WW1.DWG, 8.5X11, 1/4/2016 8:00:10 AM, dspigener, 1:1

EXHIBIT "B"



**0.218 ACRE WASTEWATER EASEMENT
LOCATED IN THE WILLIAM CALDWELL SURVEY, ABSTRACT 162
TRAVIS COUNTY, TEXAS**

FIELD NOTES FOR A 0.218 ACRE WASTEWATER EASEMENT LOCATED IN THE WILLIAM CALDWELL SURVEY, ABSTRACT 162, TRAVIS COUNTY, TEXAS, AND BEING OUT OF THE REMAINDER OF A CALLED 104 ACRE TRACT DESCRIBED AS EXHIBIT C, FIRST TRACT IN A DEED TO LANIER C. BOHLS RECORDED IN VOLUME 12820, PAGE 1846 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS. SAID 0.218 ACRE TRACT BEING MORE PARTICULARLY SHOWN ON THE ATTACHED EXHIBIT DRAWING AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD WITH A CAP STAMPED "TLS INC" FOUND IN THE WEST LINE OF A CALLED 3.507 ACRE TRACT DESCRIBED AS TRACT 2 IN A DEED TO CE DEVELOPMENT, INC., A TEXAS CORPORATION RECORDED IN TRAVIS COUNTY CLERK'S DOCUMENT (T.C.C.D.) 2015146187 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.) MARKING THE SOUTHEAST CORNER OF A CALLED 45.680 ACRE TRACT DESCRIBED IN A DEED TO CACTUS INVESTMENTS, LP, A TEXAS LIMITED PARTNERSHIP RECORDED IN T.C.C.D. 2008059998 OF THE O.P.R.T.C.T., SAME BEING THE NORTHEAST CORNER OF THE REMAINDER OF SAID 104 ACRE TRACT FROM WHICH A 1/2" IRON ROD FOUND MARKING THE SOUTHWEST CORNER OF SAID 3.507 ACRE TRACT BEARS S 27°13'34" W – 1689.97';

THENCE S 27°13'34" W – 191.45' WITH THE COMMON LINE OF THE REMAINDER OF SAID 104 ACRE TRACT AND SAID 3.507 ACRE TRACT TO A 1/2" IRON ROD WITH A CAP STAMPED "WALKER PARTNERS" SET FOR THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE S 27°13'34" W – 50.30' CONTINUING WITH SAID COMMON LINE TO A 1/2" IRON ROD WITH A CAP STAMPED "WALKER PARTNERS" SET FOR THE MOST SOUTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 09°23'26" W – 303.13' CROSSING THE INTERIOR OF THE REMAINDER OF SAID 104 ACRE TRACT TO A 1/2" IRON ROD WITH A CAP STAMPED "WALKER PARTNERS" SET IN THE COMMON LINE OF THE 104 ACRE TRACT AND SAID 45.680 ACRE TRACT FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 62°17'00" E – 62.70' WITH SAID COMMON LINE TO A 1/2" IRON ROD WITH A CAP STAMPED "WALKER PARTNERS" SET FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;



**20 FEET WIDE (0.094 ACRE) TEMPORARY WORKSPACE EASEMENT
LOCATED IN THE WILLIAM CALDWELL SURVEY, ABSTRACT 162
TRAVIS COUNTY, TEXAS**

FIELD NOTES FOR A 20 FEET WIDE (0.094 ACRE) TEMPORARY WORKSPACE EASEMENT LOCATED IN THE WILLIAM CALDWELL SURVEY, ABSTRACT 162, TRAVIS COUNTY, TEXAS, AND BEING OUT OF THE REMAINDER OF A CALLED 104 ACRE TRACT DESCRIBED AS EXHIBIT C, FIRST TRACT IN A DEED TO LANIER C. BOHLS RECORDED IN VOLUME 12820, PAGE 1846 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS. SAID 0.094 ACRE TRACT BEING MORE PARTICULARLY SHOWN ON THE ATTACHED EXHIBIT DRAWING AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD WITH A CAP STAMPED "TLS INC" FOUND IN THE WEST LINE OF A CALLED 3.507 ACRE TRACT DESCRIBED AS TRACT 2 IN A DEED TO CE DEVELOPMENT, INC., A TEXAS CORPORATION RECORDED IN TRAVIS COUNTY CLERK'S DOCUMENT (T.C.C.D.) 2015146187 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.) MARKING THE SOUTHEAST CORNER OF A CALLED 45.680 ACRE TRACT DESCRIBED IN A DEED TO CACTUS INVESTMENTS, LP, A TEXAS LIMITED PARTNERSHIP RECORDED IN T.C.C.D. 2008059998 OF THE O.P.R.T.C.T., SAME BEING THE NORTHEAST CORNER OF THE REMAINDER OF SAID 104 ACRE TRACT FROM WHICH A 1/2" IRON ROD FOUND MARKING THE SOUTHWEST CORNER OF SAID 3.507 ACRE TRACT BEARS S 27°13'34" W – 1689.97';

THENCE S 27°13'34" W – 191.45' WITH THE COMMON LINE OF THE REMAINDER OF SAID 104 ACRE TRACT AND SAID 3.507 ACRE TRACT TO A 1/2" IRON ROD WITH A CAP STAMPED "WALKER PARTNERS" SET FOR THE POINT OF BEGINNING AND THE MOST SOUTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE CROSSING THE INTERIOR OF THE REMAINDER OF SAID 104 ACRE TRACT THE FOLLOWING THREE (3) CALLS:

- 1) N 09°23'26" W – 165.97' TO A 1/2" IRON ROD WITH A CAP STAMPED "WALKER PARTNERS" SET FOR AN OUTSIDE ELL CORNER OF THE HEREIN DESCRIBED TRACT,**
- 2) N 80°36'34" E – 20.00' TO A 1/2" IRON ROD WITH A CAP STAMPED "WALKER PARTNERS" SET FOR A CORNER POINT HEREIN DESIGNATED "POINT A",**
- 3) N 09°23'26" W – 58.95' TO A 1/2" IRON ROD WITH A CAP STAMPED "WALKER PARTNERS" SET IN THE COMMON LINE OF THE 104 ACRE TRACT AND SAID 45.680 ACRE TRACT FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;**

THENCE S 62°17'00" E – 25.08' WITH SAID COMMON LINE TO A POINT FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE DEPARTING SAID COMMON LINE AND CROSSING THE INTERIOR OF THE REMAINDER OF SAID 104 ACRE TRACT THE FOLLOWING THREE (3) CALLS:

- 1) S 09°23'26" E – 43.82' TO A POINT FOR AN OUTSIDE ELL CORNER OF THE HEREIN DESCRIBED TRACT,**
- 2) S 80°36'34" W – 20.00' RETURNING TO SAID "POINT A" FOR A COMMON CORNER OF THE HEREIN DESCRIBED TRACT,**
- 3) S 09°23'26" E – 139.05' TO A POINT IN THE COMMON LINE OF THE 104 ACRE TRACT AND SAID 3.507 ACRE TRACT;**

**THENCE DEPARTING SAID COMMON LINE AND CROSSING THE INTERIOR OF THE
REMAINDER OF SAID 104 ACRE TRACT THE FOLLOWING THREE (3) CALLS:**

- 1) S 09°23'26" E – 58.95' TO A 1/2" IRON ROD WITH A CAP STAMPED "WALKER
PARTNERS" SET FOR AN OUTSIDE ELL CORNER OF THE HEREIN DESCRIBED
TRACT,**
- 2) S 80°36'34" W – 20.00' TO A 1/2" IRON ROD WITH A CAP STAMPED "WALKER
PARTNERS" SET FOR AN INSIDE ELL CORNER OF THE HEREIN DESCRIBED
TRACT,**
- 3) S 09°23'26" E – 165.97' RETURNING TO THE POINT OF BEGINNING AND
CONTAINING 0.218 ACRE OF LAND.**

**THIS DESCRIPTION IS BASED ON THE ATTACHED SURVEY AND EXHIBIT DRAWING
MADE BY DANA B. SPIGENER, REGISTERED PROFESSIONAL LAND SURVEYOR, NO.
4809.**

**BEARINGS CITED WITHIN THIS DESCRIPTION ARE BASED ON TEXAS STATE PLANE
COORDINATE SYSTEM, NAD 83, TEXAS CENTRAL ZONE ACQUIRED FROM GLOBAL
POSITIONING SYSTEM OBSERVATIONS.**

SURVEY DATE: JANUARY, 2015 – JANUARY, 2016
RELEASE DATE: JANUARY 4, 2016

Dana B. Spigener
DANA B. SPIGENER, R.P.L.S. 4809

PROJ NO. 1-02656
PLAT NO. A1-1014
FIELD NOTE NO. 7
MAP CHECKED 12-28-15



WASTEWATER EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 27°13'34" W	191.45'
L2	S 27°13'34" W	50.30'
L3	N 09°23'26" W	303.13'
L4	S 62°17'00" E	82.70'
L5	S 09°23'26" E	58.95'
L6	S 80°36'34" W	20.00'
L7	S 09°23'26" E	165.97'

TEMPORARY WORKSPACE EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
L8	S 62°17'00" E	25.08'
L9	S 09°23'26" E	43.82'
L10	S 80°36'34" W	20.00'
L11	S 09°23'26" E	139.05'
L12	S 27°13'34" W	50.30'

T.C.C.D. = TRAVIS COUNTY CLERK'S DOCUMENT
O.P.R.T.C.T. = OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
R.P.R.T.C.T. = REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS
○ = 1/2" IRON ROD WITH CAP STAMPED "WALKER PARTNERS' SET"

CACTUS INVESTMENTS, LP
A TEXAS LIMITED PARTNERSHIP
CALLED 46,880 ACRES
T.C.C.D. 2008059988
O.P.R.T.C.T.

**FIELD NOTE
POINT OF
COMMENCEMENT**
N: 10126572.40 E: 3188536.44
(SEE SURVEYOR'S NOTES)



TRACT 3
CALLED 48,170 ACRES
T.C.C.D. 2009205387
O.P.R.T.C.T.
1/2" IRON ROD
WITH CAP STAMPED
"1/2" INC" FOUND

**TEMPORARY
WORKSPACE EASEMENT
(SEE DETAIL)**

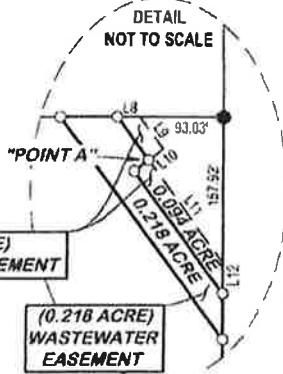
**FIELD NOTE
POINT OF
BEGINNING**

**LANIER C. BOHLS
REMAINDER OF EXHIBIT C
FIRST TRACT
CALLED 104 ACRES
PARTITION DEED
VOLUME 12820, PAGE 1846
R.P.R.T.C.T.**



Dana B. Spigener

**20 FEET WIDE (0.094 ACRE)
TEMPORARY WORKSPACE EASEMENT**



**(0.218 ACRE)
WASTEWATER
EASEMENT**

CE DEVELOPMENT, INC.
A TEXAS CORPORATION
TRACT 2
CALLED 3,507 ACRES
T.C.C.D. 2015146187
O.P.R.T.C.T.

MELANIE ELAINE SAMUELSON AN
UNDIVIDED ONE-HALF INTEREST AND
RUSSELL HENRY KUEMPEL AN
UNDIVIDED ONE-HALF INTEREST
TRACT 4, CALLED 48,170 ACRES
T.C.C.D. 2009205387
O.P.R.T.C.T.

CE DEVELOPMENT, INC.
A TEXAS CORPORATION
TRACT 4
CALLED 5,365 ACRES
T.C.C.D. 2015146187
O.P.R.T.C.T.

**WILLIAM CALDWELL
SURVEY
ABSTRACT 162
TRAVIS COUNTY,
TEXAS**

1/2" IRON ROD
FOUND

SURVEYOR'S NOTES:

SURVEY DATE: JANUARY, 2014 - JANUARY, 2015.
RELEASE DATE: JANUARY 4, 2016.

FIELD NOTES ATTACHED HERETO, MADE A PART HEREOF AND TITLED:

0.218 ACRE WASTEWATER EASEMENT, LOCATED IN THE WILLIAM CALDWELL SURVEY, ABSTRACT 162, TRAVIS COUNTY, TEXAS.
20 FEET WIDE (0.094 ACRE) TEMPORARY WORKSPACE EASEMENT, LOCATED IN THE WILLIAM CALDWELL SURVEY, ABSTRACT 162, TRAVIS COUNTY, TEXAS.

THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THEREFORE THE SURVEYOR CERTIFIES THAT EASEMENTS THAT HE HAS BEEN ADVISED OF HAVE BEEN ADDRESSED HEREON. HOWEVER, THE SURVEYOR DOES NOT GUARANTEE THAT ALL EASEMENTS, RESTRICTIONS OR ENCUMBRANCES (EITHER OF RECORD OR NOT OF RECORD) WHICH MAY AFFECT THE SUBJECT TRACT ARE SHOWN HEREON.

THE BEARINGS AND GRID COORDINATES SHOWN HEREON ARE BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS. DISTANCES ARE SURFACE VALUES USING A COMBINED SCALE FACTOR OF 1.00010 (GRID TO SURFACE).

**EXHIBIT OF
0.218 ACRE WASTEWATER EASEMENT
20 FEET WIDE (0.094 ACRE) TEMPORARY WORKSPACE EASEMENT
LOCATED IN THE WILLIAM CALDWELL SURVEY, ABSTRACT 162, TRAVIS COUNTY, TEXAS AND BEING
OUT OF THE REMAINDER OF A CALLED 104 ACRE TRACT DESCRIBED AS EXHIBIT C, FIRST TRACT IN A
DEED TO LANIER C. BOHLS, RECORDED IN VOLUME 12820, PAGE 1846 OF THE REAL PROPERTY
© COPYRIGHT ALL RIGHTS RESERVED RECORDS OF TRAVIS COUNTY, TEXAS**



600 AUSTIN AVENUE, SUITE 20 • WACO, TEXAS 76701
PHONE: 1-254-714-1402 • T B P E REGISTRATION NO. 8053
T B P E REGISTRATION NO. 10042500



REVISIONS

PLAT NO. A1-1014 DRAFT DATE 12-28-15 FB/PG 334/40
PROJ. NO. 1-02656 TAB NO. NA FIELD NOTE NO. 07&08
DWG. NAME 1-02656FSMT BOHLS WW1 DRAWN BY DBS

G:\PROJECTS\1-02656\DWG\1-02656FSMT BOHLS WW1.DWG, 8.5X11, 1/4/2016 8:00:10 AM, dbspigener, 1:1

EXHIBIT "C"

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.

WASTEWATER EASEMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

GRANT OF EASEMENT:

LANIER C. BOHLS and **JANET BOHLS**, ("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 municipality located in Travis County, Texas ("Grantee"), a permanent easement and right-of-way ("Permanent Easement") upon and across the property of Grantor which is more particularly described on **Exhibit "A"**, and a temporary workspace easement ("Temporary Easement") more particularly described on **Exhibit "B"**, 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 Permanent Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

CHARACTER OF EASEMENT:

The Permanent Easement is an easement in gross.

PURPOSE OF EASEMENT:

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

Carmel Interceptor
Parcel 4

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

In addition to the rights in the Permanent Easement, Grantor also hereby grants unto Grantee a Temporary Easement as depicted on Exhibit "B" for any and all purposes incident to effectuating the Project, including but not limited to construction staging, equipment storage, temporary spoil storage, and access. The duration of said Temporary Easement shall not exceed twenty four (24) months, commencing upon execution of this document and terminating upon the earlier of Grantee's completion of construction of utility lines within the Permanent Easement or May 15, 2018, whichever date first occurs.

DURATION OF PERMANENT EASEMENT:

The Permanent Easement shall be perpetual.

EXCLUSIVENESS OF EASEMENT:

The Permanent Easement shall be exclusive. Grantor shall have the right to access the utility facilities, provided such access complies with the City of Pflugerville subdivision and/or site plan application process and shall have the right to use the surface of the Property for any purpose which does not conflict with the subsurface use, including but not limited to landscaping, parking, driveways, signage and roadways but not buildings.

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 Permanent Easement and the rights of Grantee hereunder may be assigned in whole or in part by Grantee.

Signature page to follow:

Carmel Interceptor
Parcel 4

In witness whereof, this instrument is executed this ____ day of _____, 2016.

GRANTOR:

Lanier C. Bohls

Janet Bohls

Date: _____

Date: _____

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 _____ §

This instrument was acknowledged before me on _____, 2016,
by Lanier C. Bohls for the purposes therein.

Notary Public Signature

Carmel Interceptor
Parcel 4

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2016, by
Janet Bohls for the purposes stated therein.

Notary Public Signature

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2016,
by Brandon Wade, City Manager of the City of Pflugerville, Texas, a Texas home-rule
municipality, on behalf of said municipality.

Notary Public Signature

After Recording Return To:

City of Pflugerville
Attn: Karen Thompson, City Secretary
P.O. Box 589
Pflugerville, Texas 78691

df/md

Carmel Interceptor
Parcel 4