

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 **DON H. AND LILLY K. CARROLL**, (“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 of a 0.516 acre tract of land out of the John G. Lee survey, abstract No. 488, Travis County, Texas; Said 0.516 Acre tract being a part of lot 24 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 one Temporary Construction Easement and a Wastewater Easement as described in **Exhibit “A”** (+/-0.200) Temporary Construction Easement and (+/-0.516) Wastewater Easement hereafter collectively referred to as the “Property”.

C. Seller is willing to convey and Buyer to purchase the temporary construction easement and the wastewater easement for the settlement amount of **\$219,500**.

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 “Project”). The promises by Buyer and Seller stated in this contract are the consideration for the formation of this contract. The obligations 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. **Two Hundred Nineteen Thousand Five Hundred And 00/100 (\$219,500)** to be paid at closing.

III.

The Property. More or less A Temporary Construction Easement as described in **Exhibit “A”** (+/-0.200) and a Wastewater Easement (+/-0.516) 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.

During construction of the Project, Buyer shall install a wastewater tie-in stub at a location to be agreed upon between Seller and Buyer’s engineers for Buyer’s use. Seller may use this tie-in for wastewater service to any existing or future improvements located on Seller’s property.

VI.

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: Don H and Lilly K Carroll
19819 Panther Drive
Pflugerville, Tx 78660-7511

- 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,

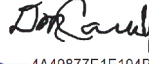
invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is similar in terms to the illegal, invalid, or unenforceable provision as is possible. Each of the rights and obligations of the parties hereto are separate covenants. Any failure 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 does not warrant title except that Seller represents that Seller has fee simple absolute title to the Property described in **Exhibit "A,"** that said Property is free of 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. This grant is subject to any and all encumbrances and easements of record, to the extent the same are valid and enforceable.
- 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.
- K. *Condemnation Threat.* This Agreement was made under the threat of condemnation and is granted in lieu of and under the imminence of condemnation as provided in the Internal Revenue Code.

EXECUTED this the __ day of _____ 2026

SELLER:

Signed by:

 By: _____
 4A49877E1E104B2...
 Don H. Carroll

Signed by:

 By: _____
 4A49877E1E104B2...
 Lilly K. Carroll

BUYER:

CITY OF PFLUGERVILLE,
a Texas home rule municipality

By: _____
Sereniah Breland, City Manager

ATTEST:

By: _____
Trista Evans, City Secretary



EXHIBIT "A"

**METES AND BOUNDS DESCRIPTION
WASTEWATER LINE EASEMENT**

BEING A 0.516 ACRE TRACT OF LAND OUT OF THE JOHN G. LEE SURVEY, ABSTRACT NO. 488, TRAVIS COUNTY, TEXAS; SAID 0.516 ACRE TRACT BEING A PART OF LOT 24, 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 0.516 ACRE TRACT SHOWN ON THE ACCOMPANYING SKETCH AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found (controlling monument) marking the common northeast corner of said Lot 24, and the southeast corner of Lot 25, the southwest corner of Lot 26, and the northwest corner of Lot 23, all of said Pflugerville Acres II, Phase I, subdivision;

THENCE, (L1) **South 26° 44' 29" West**, with the common east line of said Lot 24 and the west line of said Lot 23, a distance of **20.00** feet to a calculated point, for the northeast corner and **POINT OF BEGINNING** hereof;

THENCE, (L2) **South 26° 44' 29" West**, continuing with said common line, a distance of **45.00 feet** to a calculated point, for the southeast corner hereof;

THENCE, through the interior of said Lot 24, and along the south line of this described easement the following two (2) calls:

- 1) (L3) **North 62° 31' 43" West**, a distance of **0.89 feet** to a calculated point for an angle point hereof;
- 2) **North 62° 25' 28" West**, a distance of **478.73** feet to a calculated on the common west line of said Lot 24 and the existing east right-of-way (R.O.W.) line of Panther Drive (50' R.O.W.), for the southwest corner hereof. From which a found 1/2-inch iron rod (controlling monument) marking a point of curvature on said east R.O.W. line of Panther Drive and the west line of said Lot 24 bears South 26° 46' 07" West, a distance of 264.23 feet;

THENCE, (L4) **North 26° 46' 07" East**, with said east R.O.W. line of Panther Drive and said west line of Lot 24, a distance of **65.01 feet** to a calculated point at the common northwest corner of said Lot 24 and the southwest corner of said Lot 25, for the northwest corner hereof. From which a found 1/2-inch iron rod (controlling monument) marking a point of curvature on said east R.O.W. of said Panther Drive and the west line of said Lot 25 bears North 26° 46' 07" East, a distance of 454.54 feet;

THENCE, (L5) **South 62° 25' 28" East**, with the common north line of said Lot 24, and the south line of said Lot 25, a distance of **45.00 feet**, to a calculated point for a corner hereof;

THENCE, leaving said common line through the interior of said Lot 24, and along the north line of this described easement the following three (3) calls:

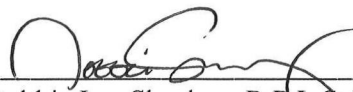
- 1) (L6) **South 26° 46' 07" West**, a distance of **20.00 feet**, to a calculated point for a corner hereof;
- 2) **South 62° 25' 28" East**, a distance of **434.32 feet** to a calculated point for an angle point hereof;
- 3) (L7) **South 62° 31' 43" East**, a distance of **0.27 feet** to the **POINT OF BEGINNING** and containing 0.516 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 (0.200 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.





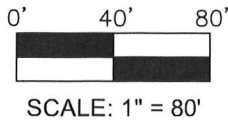
Robbie Lee Shockey, R.P.L.S. No. 6332
STV
One Chisholm Trail, Suite 130
Round Rock, Texas 78681
Ph. (512) 248-0065
TBPLS Firm No. 10194944
Project No. 2400181

10-13-2025
Date

EXHIBIT B

JOHN G. LEE SURVEY
 ABSTRACT NO. 488
 TRAVIS COUNTY, TEXAS

C.M.



PANTHER DRIVE (50' R.O.W.)

EXIST. R.O.W.

(N 29° 06' E 454.56')
 N 26°46'07" E 454.54'
 (N 29° 06' E 329.32')
 N 26°46'07" E 329.24'
 EXIST. R.O.W.
 S 26°46'07" W 264.23'

C.M.

LOT 25

LOT 26

CL 15' P.U.E.
 VOL. 76, PG. 274
 P.R.T.C.T.

TEMPORARY
 CONSTRUCTION
 EASEMENT
 0.200 AC.

(N 60° 01' W 480.00')
 S 62°25'28" E - 479.58'

N 62°25'28" W - 434.58'
 S 62°25'28" E - 434.32'

P.O.C.

P.O.B.

N 62°25'28" W - 478.73'

SEE
 DETAIL

WASTEWATER LINE
 EASEMENT
 0.516 ACRE

CL 15' P.U.E.
 VOL. 76, PG. 274
 P.R.T.C.T.

LOT 23

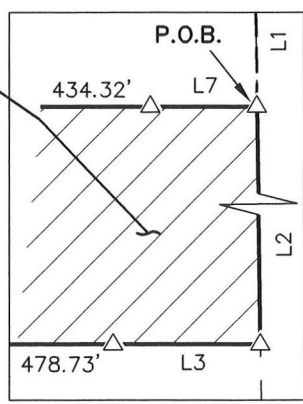
LOT 24
 PFLUGERVILLE ACRES II PHASE I
 VOL. 76, PG. 274,
 P.R.T.C.T.

7.5'

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

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 26°44'29" W	20.00'
L2	S 26°44'29" W	45.00'
L3	N 62°31'43" W	0.89'
L4	N 26°46'07" E	65.01'
L5	S 62°25'28" E	45.00'
L6	S 26°46'07" W	20.00'
L7	S 62°31'43" E	0.27'



DETAIL
 N.T.S.

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



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 10194944

DRAFT DATE 10-13-2025
 DRAWN BY CR
 DIGITAL FILE WWL 0.516 AC.DWG
 FIELDBOOK 584, 588

I:\Projects\2400181.01 Pflugerville NW Wilbarger Ext\CAD\CIVIL3D\EASEMENTS\WWL 0.516 AC.dwg 10/13/2025 - 11:01am

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:

Don H. Carroll and Lilly K. Carroll ("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"). 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. Buyer will make good faith effort to finalize the construction within 12 months, but the term should expire upon project completion.
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. *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.
7. Grantee agrees to provide Grantor with at least seventy-two (72) hours' notice of the start of initial construction of the Facilities on the Easement. Following completion of the initial construction of the Facilities, Grantee agrees to provide Grantor with at least seventy-two (72) hours' notice of its intent to be on the Easement for operations including but not limited to repairs, maintenance or inspections. Grantee shall notify Grantor by calling phone number: 512-423-7135 and leaving a voicemail if Grantor does not answer. If Grantor does not respond at the aforementioned phone number, Grantee shall call phone number: 512-917-8396. Grantee shall call Grantor at 512-423-7135 again on the day of entry and leave a voicemail if Grantor does not answer.
8. *Livestock.* Prior to commencement of, and during, any construction, installation, maintenance, replacement, or removal of the Facilities,

Grantee shall install temporary fencing to prevent livestock from escaping or being injured. Temporary fencing must be at least 64" in height, constructed with horse wire with a maximum 2" wire spacing, and be freestanding so as not to cause any damage to Grantor's existing fencing. Grantee will promptly, within thirty (30) days of a demand by Grantor, pay Grantor the reasonable value for any livestock that are injured or killed as a result of Grantee's operations on the Easement Property, provided Grantor gives Grantee notice of the same in writing accompanied by reasonable documentation supporting the same. If Grantee, or any of Grantee's contractors, subcontractors, agents, or employees, or their respective successors or assigns (collectively, "Grantee Group") leave gates open on the Easement Property or fail to secure Grantor's fencing and Grantor's livestock leave Grantor's property due to Grantee Group's negligence, gross negligence, willful misconduct, or strict liability, Grantee, its successors and assigns will be liable for all reasonable and actual damages. Grantee will also reimburse Grantor for any reasonable cost that Grantor incurs while returning livestock back to Grantor's property due to Grantee Group leaving open a gate or failing to secure a fence, provided Grantor gives Grantee notice of the same in writing accompanied by reasonable documentation supporting the same.

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 _____ day of _____ 2026

GRANTOR:

DON H. CARROLL

By: _____

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, a Notary Public, on this day personally appeared **Don H. Carroll**, 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 _____ day of _____ 2026.

Notary Public Signature

(seal)

GRANTOR:

LILLY K. CARROLL

By: _____

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, a Notary Public, on this day personally appeared **Lilly K. Carroll**, 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 _____
day of _____ 2026.

Notary Public Signature

(seal)

GRANTEE:

AGREED AND ACCEPTED:

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

By: _____
Sereniah Breland, City Manager

ATTEST:

Trista Evans, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____,
2026, by Sereniah Breland, City Manager 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 Manger
City of Pflugerville
15500 Sun Light Near Way
Pflugerville, Texas 78691

EXHIBIT "A"

EXHIBIT A

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 §
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COUNTY OF TRAVIS §

GRANT OF EASEMENT:

DON H. CARROLL AND LILLY K. CARROLL ("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"), a 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 and sidewalks; 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 are 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, and replacement 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.
6. *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 be required to repair or replace to their original condition any landscaping, driveways, parking areas, fences, gates, 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.

7. *Maintenance of Surface Easement Property/Permitted Improvements.* Notwithstanding any contrary provision, Grantor shall retain the right to regularly mow or cut back vegetation and to keep the surface of the Easement Property free of litter, debris, or trash.
8. *Notice.* Grantee agrees to provide Grantor with at least seventy-two (72) hours' notice of the start of any construction, maintenance, or inspection of the Facilities on the Easement. Grantee shall notify Grantor by calling phone number: 512-423-7135 7135 and leaving a voicemail if Grantor does not answer. If Grantor does not respond at the aforementioned phone number, Grantee shall call phone number: 512-917-8396. Grantee shall call Grantor at 512-423-7135 again on the day of entry and leave a voicemail if Grantor does not answer.
9. *Livestock.* Prior to commencement of, and during, any construction, installation, maintenance, replacement, or removal of the Facilities, Grantee shall install temporary fencing to prevent livestock from escaping or being injured. Temporary fencing must be at least 64" in height, constructed with horse wire with a maximum 2" wire spacing, and be freestanding so as not to cause any damage to Grantor's existing fencing. Grantee will promptly, within thirty (30) days of a demand by Grantor, pay Grantor the reasonable value for any livestock that are injured or killed as a result of Grantee's operations on the Easement Property, provided Grantor gives Grantee notice of the same in writing accompanied by reasonable documentation supporting the same. If Grantee, or any of Grantee's contractors, subcontractors, agents, or employees, or their respective successors or assigns (collectively, "Grantee Group") leave gates open on the Easement Property or fail to secure Grantor's fencing and Grantor's livestock leave Grantor's property due to Grantee Group's negligence, gross negligence, willful misconduct, or strict liability, Grantee, its successors and assigns will be liable for all reasonable and actual damages. Grantee will also reimburse Grantor for any reasonable cost that Grantor incurs while returning livestock back to Grantor's property due to Grantee Group leaving open a gate or failing to secure a

fence, provided Grantor gives Grantee notice of the same in writing accompanied by reasonable documentation supporting the same.

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 _____ day of _____ 2026.

GRANTOR:

DON H. CARROLL

By: _____

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, a Notary Public, on this day personally appeared **Don H Carroll**, 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 _____
day of _____ 2026.

Notary Public Signature

(seal)

[The remainder of this page is intentionally left blank.]

GRANTOR:

LILLY K. CARROLL

By: _____

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, a Notary Public, on this day personally appeared **Lilly K. Carroll**, 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 _____
day of _____ 2026.

Notary Public Signature

(seal)

GRANTEE:

AGREED AND ACCEPTED:

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

By: _____
Sereniah Breland, City Manager

ATTEST:

Trista Evans, City Secretary

THE STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

This instrument was acknowledged before me on _____,
2026, by Sereniah Breland, City Manager 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

EXHIBIT "A"

EXHIBIT A