

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 PIPELINE EASEMENT AGREEMENT

STATE OF TEXAS §
COUNTY OF TRAVIS § KNOW ALL MEN BY THESE PRESENTS:
§

This Pipeline Easement Agreement (the "Agreement"), dated the ____ day of _____, 202__ (the "Effective Date"), is between **City of Pflugerville**, with an address for notice of PO Box 589, Pflugerville, TX 78691-0589, (hereinafter referred to "Grantor," whether one or more), and **Manville Water Supply Corporation**, a Texas Non-Profit Corporation, whose address is 13805 State Highway 95, Coupland, Texas 78615, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee").

For the consideration of payment of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby Grant unto Grantee a non-exclusive thirty foot (30') wide free and unobstructed easement (the "Permanent Easement"), along with a thirty foot (30') temporary easement (during construction) (the "Temporary Construction Easement"), in order to operate and maintain two water pipelines, for the transportation of potable and non-potable fresh water, not to exceed forty inches (40") in nominal pipe diameter (the "Pipelines"), and only those above ground appurtenances or to wit: gate valves, air relief valves, flush/blow off valves, valve and line markers, tracer wire with junction/valve box, and monitoring station for flow & psi as well as fire hydrants, as necessary ("the Permanent Easement") on, in, over, under, through and across the Lands described in Exhibit "A," hereinafter referred to as the Easement Property.

Grantee's sole right of ingress and egress to and from the Permanent Easement and Temporary Construction Easement will be from the public highway if available and any ranch or other internal roads on Grantor's property.

The "Permanent Easement," and the "Temporary Construction Easement" are collectively referred to herein as the "Easements"

It is further agreed as follows:

1. The right to use the Easements shall belong to the Grantee and its agents, employees, designees, contractors, successors and assigns, and all those acting by or on behalf of it. Grantee shall have the right to select the exact location of the Pipelines within the Permanent Easement.

2. Grantee shall bury and maintain the top of the Pipelines to a minimum depth of thirty-six inches(36") below the surface of the ground at all times. Where possible during initial and any subsequent construction, all trenching shall be done by double ditching in such a manner so that the topsoil will be separated from the balance of the dirt removed in making the ditch or trench for installation of the Pipelines. In backfilling after installation of the pipelines, the topsoil first removed shall be used as cover soil in such a manner so as to result in it being returned to the top of the ditch as topsoil.

3. In addition to the Initial Compensation paid by Grantee to Grantor, upon execution of the Easements, Grantee shall pay Grantor for actual damages to Grantor's lands, which might be sustained during or as a result of construction, maintenance, reconstruction, repair, operation, inspection, patrol, relocation and removal of Grantee's Pipelines, except for damages related to Grantee's reasonable exercise of its rights granted herein, including the cutting, treating, trimming, removal or control of vegetation as set out herein. Upon sufficient documentation and supporting evidence, Grantee agrees to pay Grantor for the repair or replacement cost as determined by the average of three competitive unrelated bids from commercially responsible companies for any damage caused to Grantor's property.

4. Grantee and its agents and employees shall not remove any artifacts, rocks, plants, soil or personal property from Grantor's property, including, but not limited to the area of the Easements. Grantor and Grantee can agree on what to do with extra material and/or cut down vegetation remaining after any work done by Grantee.

5. Grantee shall have the right to remove any fence which now crosses or may cross the Easements during the term this Easement. Prior to cutting any fence, however, Grantee shall brace the existing fence to be cut adequately on both sides of the proposed cut by suitable H-braces.

6. After the construction of said Pipelines or maintenance operations thereon, Grantee shall restore the surface of the land as nearly as practicable to the condition existing prior to the commencement of Grantee's operations thereon, including the filling of all ruts and holes resulting from such operations and the repair of all terraces.

7. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor shall retain all the oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill, excavate or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means. Notwithstanding the preceding sentence, Grantor shall be allowed access over and across the Easements with all equipment and shall have the right to lay flowlines and other similar infrastructure on the surface of the Easements, which do not damage, destroy or alter the operation of the pipelines and their appurtenant facilities. Grantor, Grantor's heirs, successors and assigns shall have the right to construct, reconstruct or maintain streets, roads or drives, road ditches, drainage ditches, and utilities, at any angle of not less than forty-five degrees (45°) to the Pipelines over and across the Easement at such place or places as Grantor may from time to time hereafter select, provided that all of Grantee's required and applicable spacing, including depth separation

limits and other protective requirements are met by Grantor. Such crossing may include streets, roads, drives, ditches, and utilities. The forty-five-degree (45°) angle restriction above does not apply to any unpaved roads that intersect the Pipelines at an angle less than forty-five degrees (45°) at the time the Pipelines are constructed.

8. Grantee will maintain the Easements and keep clean all litter and trash during periods of construction, operation, maintenance, repair or removal and, to the extent practicable, such materials are to be removed on a daily basis.

9. As to Grantee, its officers, agents, employees, designees, contractors, assigns, invitees, guests or representatives, there shall be no alcohol, illegal drugs, smoking, hunting or trapping, urinating or defecating on the Easements or any of Grantor's lands at any time. No firearms or trapping equipment shall be taken on the Easements at any time. There shall be no dogs or other animals brought onto Grantor's property at any time. There shall be no lighting of a fire of any sort, including tobacco or other smoking products on the Easements at any time.

10. Should Grantee fail to use the Pipelines for the stated purpose for a period of thirty six (36) months, for whatever reason, the rights granted herein shall terminate and the Pipelines and any appurtenance thereto shall be and become the property of Grantor. Within 90 days of the termination Grantee shall ensure that the Pipelines and appurtenances are removed from the Easement Property in accordance with applicable laws, rules and regulations.

11. For the purpose of securing all Grantee's obligations under this Agreement, Grantee agrees to maintain in good and current standing a general liability insurance policy, in the principal sum of not less than Five Hundred Thousand Dollars (\$500,000.00).

12. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same Agreement and be binding upon the parties who executed any counterpart, regardless of whether it is executed by all parties named herein.

13. Grantee may assign this Agreement to any other party and shall provide written notice to the Grantor at the last known address as provided herein if and when Grantee assigns its interests in this Permanent Easement except for assignment to an affiliate or to a successor through merger, consolidation, or other sale or transfer of all or substantially all of its assets and businesses.

14. **This** Agreement embodies the entire agreement between the parties hereto with respect to the Easements and supersedes any and all agreements, representations, warranties, or statements which may have been made between the parties prior to the date hereof, whether express, implied, written, or verbal, concerning the subject matter hereof and this Agreement shall not be modified or amended except by written instrument executed by each party hereto.

15. This Agreement shall be governed and construed in accordance with the laws of the State of Texas. All parties consent to have all disputes resolved by a District Court in Travis County. This section does not preclude any dispute under this Agreement being resolved by other remedies as provided by law, including alternative dispute resolution.

16. If 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. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

17. 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. This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

19. This conveyance contemplated herein is consummated and the Agreement is executed in lieu of and under threat of eminent domain.

TO HAVE AND TO HOLD the rights, privileges and authority hereby granted unto the Grantee, its successors and assigns, forever. This Agreement and all of its terms, provisions and obligations shall be covenants running with the land affected thereby and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns but not otherwise.

EXECUTED this _____ day of _____, 202__.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

GRANTOR

BY: _____

PRINTED NAME: _____

TITLE: _____

STATE OF TEXAS }

COUNTY OF TRAVIS }

Before me, the undersigned authority, on this day personally appeared _____, _____, City of Pflugerville, known to me to be the person whose name is subscribed to the foregoing instrument as City of Pflugerville, and acknowledged to me that he/she/they executed the same for the purposes and consideration therein and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 202__.

Notary Public

My Commission Expires: _____

GRANTEE

By: _____
Tony Graf

Its: _____

STATE OF TEXAS }

COUNTY OF _____ }

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument as _____, and acknowledged to me that he/she/they executed the same for the purposes and consideration therein and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 202__.

This Document Prepared By and Return After Recording To:

MANVILLE WATER SUPPLY CORPORATION
PO BOX 248
COUPLAND, TX 78615

TX-TV-122.000