

WATER LINE EASEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

THE CITY OF PFLUGERVILLE, A Texas home-rule city, with offices located at 100 East Main Street, Pflugerville, Travis County, Texas 78691 (“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 **MANVILLE WATER SUPPLY CORPORATION**, a Texas Non-Profit Corporation (“Grantee”), a perpetual and exclusive easement in gross 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 (i) all title exceptions of record, to the extent the same are valid and subsisting against the Easement Tract, (ii) all matters visible or apparent within the Easement Tract, and (iii) the matters set forth herein.

The Easement shall be used for the following public utility purposes: the placement, construction, installation, replacement, repair, maintenance, relocation, removal, and operation of water lines, public utility facilities, and related appurtenances (collectively, the “Facilities”), or making connections thereto.

The Easement shall also be used for the purpose of providing surface access for the operation, repair, maintenance, replacement and expansion of the Facilities.

Grantor shall have the right to use the surface of the Easement Tract for those purposes which do not conflict with Grantee’s subsurface use, including but shall keep the easement tract free and clear of buildings, landscaping, trees, fences or walls, commercial signage, and entry-way monument signs. In the event Grantor installs a driveway over and across the easement herein granted, all Manville lines beneath the said driveway shall be sleeved at Grantor’s expense. Grantor shall not construct any obstruction on the easement property, and any improvement made by Grantor must comply with all applicable municipal or other governmental ordinances, codes, and engineering guidelines. Grantor shall obtain Grantee’s permission and approval prior to the start of construction of improvements.

In the event that the surface condition of the Easement Tract is disturbed as a result of any maintenance, repair, or construction activities by Grantee or its agents, employees or

contractors within the easement, or in the event Grantee is required to remove or alter unauthorized surface improvements within the easement, Grantee shall have no responsibility for repair or restoration of the easement property arising from such disturbance. Grantee shall be solely responsible for performing all maintenance and repair of the Facilities, and agrees to maintain all the Facilities in a good condition and repair at all times. Grantee has full responsibility for the improvement and maintenance of the easement property. Grantee is authorized to remove and relocate vegetation fences or other improvements on the easement property or along its boundary lines when necessary, in the judgment of Grantee, to construct, maintain, repair, remove or replace the Facilities. Grantee shall not be required to repair or replace to their original condition any landscaping, vegetation, driveways, parking areas or other improvements on the Easement Property that are or may be damaged in connection with the placement, construction, installation, replacement, repair, maintenance, relocation, removal or operation of the permitted Facilities within the easement.

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.

This agreement shall bind and inure to the benefit of the respective parties hereto, their heirs, legal representatives, successors and assigns. This Easement and the rights of Grantee hereunder may be assigned by Grantee so long as the assignee utilizes the Easement as contemplated herein.

In witness whereof, this instrument is executed this _____ day of _____, 20____.

GRANTOR(S)

Signature

Signature

Printed Name

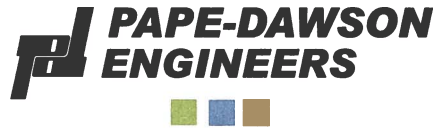
Printed Name

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20____, by _____.

Notary Public Signature

(seal)



FIELD NOTES
FOR

A 0.019 ACRE, OR 818 SQUARE FOOT TRACT OF LAND SITUATED IN THE ALEXANDER WALTERS SURVEY NO. 67, ABSTRACT NO. 791 AND BEING A PORTION OF A CALLED 6.113 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE CITY OF PFLUGERVILLE, RECORDED IN DOCUMENT NO. 1999115211 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. SAID 0.019 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE.

COMMENCING at a ½” iron rod with cap stamped “Chaparral” found on a point in the west right-of-way line of Immanuel Road (right-of-way width varies), said point being the southeast corner of a called 15.673-acre tract of land in deed to IDEA Public Schools, recorded in Document No. 2017026803 of said Official Public Records, same being the northeast corner of said 6.113-acre tract;

THENCE departing the west right-of-way line of said Immanuel Road, with the south boundary line of said 15.673-acre tract, same being the north boundary line of said 6.113-acre tract, S 73°57’07” W for a distance of 79.53 feet for the northeast corner and **POINT OF BEGINNING** hereof;

THENCE departing the south boundary line of said 15.673-acre tract, through the interior of said 6.113-acre tract, the following five (5) courses and distances:

1. **S 18°05’30” E** for a distance of **37.78 feet** for an angle point hereof,
2. **S 32°27’13” W** for a distance of **12.22 feet** for the southernmost point hereof,
3. **N 57°32’47” W** for a distance of **20.00 feet** for an angle point hereof,
4. **N 32°27’13” E** for a distance of **2.78 feet** for an angle point hereof, and

5. **N 18°05'30" W** for a distance of **29.05 feet** to a point in the south boundary line of said 15.673-acre tract, same being the north boundary line of said 6.113-acre tract, for the northwest corner hereof, from which a ½" iron rod with cap stamped "Chaparral" found on an angle point in the north boundary line of said 6.113-acre tract, bears **S 73°57'07" W** a distance of 86.35 feet;

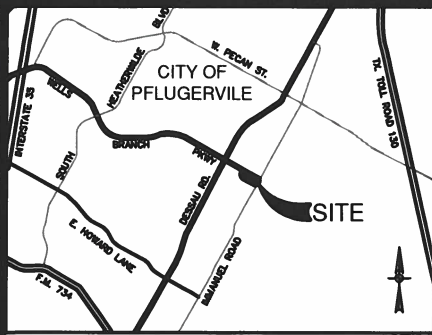
THENCE with the south boundary line of said 15.673-acre tract, same being the north boundary line of said 6.113-acre tract, **N 73°57'07" E** for a distance of **20.01 feet** to the **POINT OF BEGINNING** and containing 0.019 acre in the City of Pflugerville, Travis County, Texas. Said tract being described in accordance with a survey made on the ground and an exhibit prepared by Pape Dawson Engineers, Inc. under Job No. 11101-00 by Pape Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: November 2, 2017
JOB No.: 11101-00
DOC.ID.: H:\survey\CIVIL\11101-00\Easements\Word\ES11101-00 0.019 ac Waterline Esmt-FN.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01

Parker J. Graham



11/2/2017



LOCATION MAP

NOT-TO-SCALE

LEGEND:

POB POINT OF BEGINNING
 POC POINT OF COMMENCEMENT
 OPR OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
 FOUND 1/2" IRON ROD (CAP NOTED)

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.

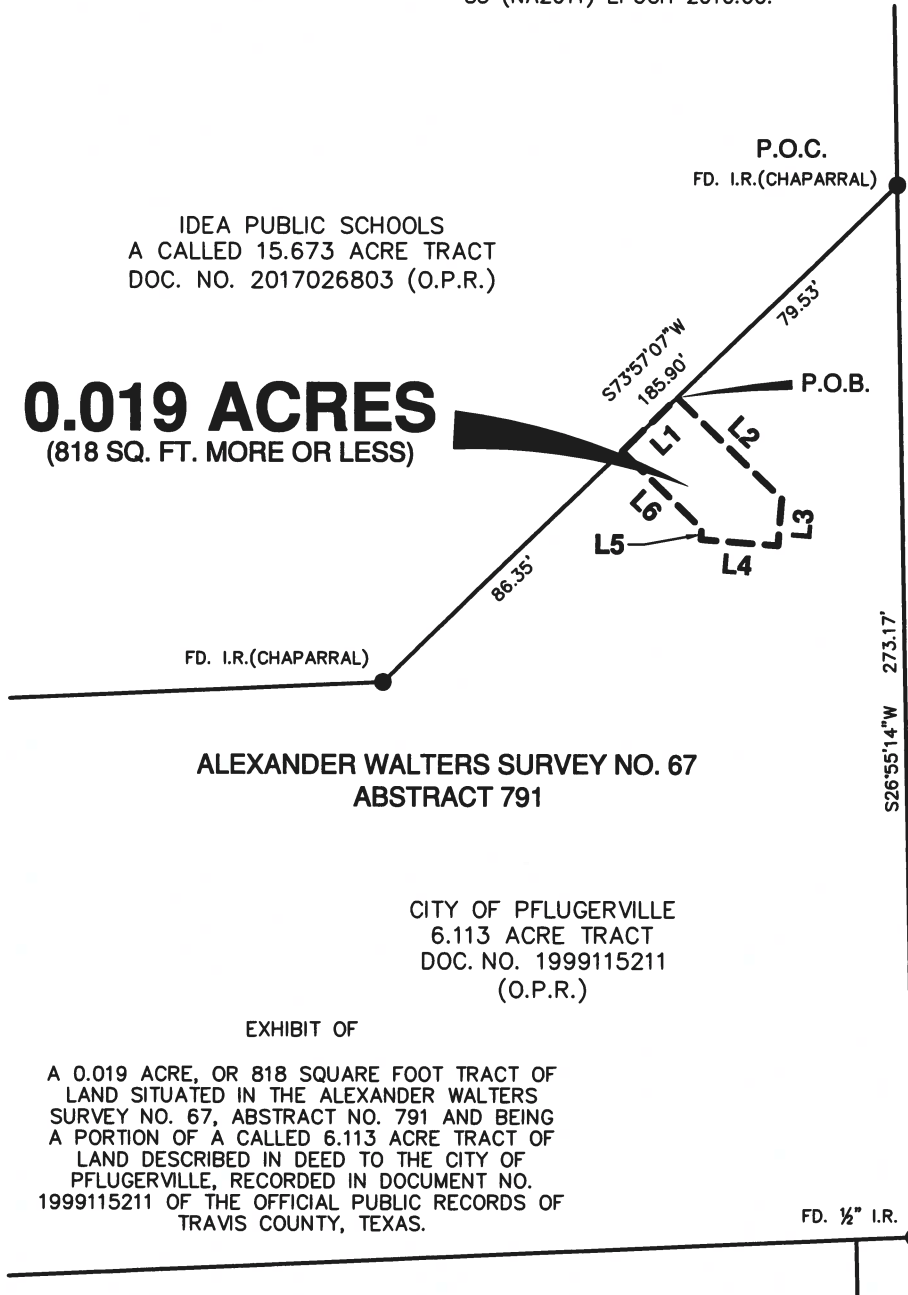


1 inch = 100 feet



IDEA PUBLIC SCHOOLS
 A CALLED 15.673 ACRE TRACT
 DOC. NO. 2017026803 (O.P.R.)

0.019 ACRES
 (818 SQ. FT. MORE OR LESS)



LINE TABLE		
LINE	BEARING	LENGTH
L1	N73°57'07"E	20.01'
L2	S18°05'30"E	37.78'
L3	S32°27'13"W	12.22'
L4	N57°32'47"W	20.00'
L5	N32°27'13"E	2.78'
L6	N18°05'30"W	29.05'

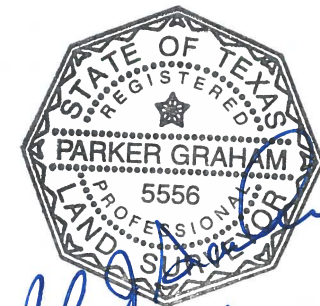
IMMANUEL ROAD
 (R.O.W. VARIES)

ALEXANDER WALTERS SURVEY NO. 67
 ABSTRACT 791

CITY OF PFLUGERVILLE
 6.113 ACRE TRACT
 DOC. NO. 1999115211
 (O.P.R.)

EXHIBIT OF

A 0.019 ACRE, OR 818 SQUARE FOOT TRACT OF LAND SITUATED IN THE ALEXANDER WALTERS SURVEY NO. 67, ABSTRACT NO. 791 AND BEING A PORTION OF A CALLED 6.113 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE CITY OF PFLUGERVILLE, RECORDED IN DOCUMENT NO. 1999115211 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.



Parker Graham
 11/2/2017

FD. 1/2" I.R.



AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
 10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
 TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

NOVEMBER 1, 2017

JOB No.:

SHEET 1 OF 1

11101-00