

## WATER PIPELINE EASEMENT AND TEMPORARY CONSTRUCTION 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 (“Grantee”), and **CITY OF AUSTIN, a Texas municipal corporation** (“Grantor”), 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. Grantor is the current owner thereof of a 2.9219-acre tract, BEING THAT TRACT DESCRIBED AS 2.9219 ACRES (TRACT 1) CONVEYED TO CITY OF AUSTIN BY JUDGMENT (CAUSE NO. C-1-CV-21-003255) OF THE COURT IN ABSENCE OF OBJECTION DATED JANUARY 18, 2023, AS RECORDED IN DOCUMENT NO. 2023007174, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

B. Grantee requires acquisition of two tracts as described in **Exhibit “A”** (+/- 0.2115-acre Water Pipeline Easement) and **Exhibit “B”** (+/- 0.0313-acre Temporary Construction Easement) for the Secondary Colorado Raw Water Line Project hereafter collectively referred to as the “Property”.

C. Grantor is willing to convey and Grantee to purchase the Property for the appraised value of **\$98,830.00**.

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

#### I.

*Purchase and Sale Agreement.* For the Purchase Price, Grantor agrees to grant a Water Pipeline Easement and Temporary Construction Easement to Grantee, and Grantee agrees to pay Grantor for the Property as described in **Exhibit “A” and Exhibit “B”**. The promises by Grantee and Grantor stated in this contract are the consideration for the formation of this contract. The obligation of the Grantee contained in this agreement is 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, Grantee shall pay Grantor \$100.00, as consideration for Grantor’s agreement to the condition on closing and shall return to Grantor all original documents, unfiled with the County, at Grantee’s expense.

#### II.

*The Purchase Price.* **Ninety-Eight Thousand Eight Hundred Thirty and No/Dollars (\$98,830.00)** to be paid at closing.

**III.**

*The Property.* More or less two (2) tracts as described in **Exhibit "A"** (+/- 0.2115-acre Water Pipeline Easement) and in **Exhibit "B"** (+/- 0.0313-acre Temporary Construction Easement). Said two (2) tracts are out of the 2.9219-acre tract, BEING THAT TRACT DESCRIBED AS 2.9219 ACRES (TRACT 1) CONVEYED TO CITY OF AUSTIN BY JUDGMENT (CAUSE NO. C-1-CV-21-003255) OF THE COURT IN ABSENCE OF OBJECTION DATED JANUARY 18, 2023, AS RECORDED IN DOCUMENT NO. 2023007174, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

**IV.**

*Easement Instrument.* The Instrument of Conveyance shall be in substantial conformance with the form and substance as stated in the Water Pipeline Easement and Temporary Construction Easement (**Exhibit "A-1"**) attached hereto and incorporated by reference for all purposes.

**V.**

*Term of Easements.* Water Pipeline Easement shall be in perpetuity unless relinquished or abandoned by ordinance or resolution by Grantee. The Temporary Construction Easement shall terminate automatically upon completion of the construction of the Public water pipeline.

**VI.**

*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:

Grantee: City of Pflugerville  
Attn: Sereniah Breland, City Manager  
100 East Main Street  
Pflugerville, Texas 78660

Grantor: City of Austin  
c/o REAL ESTATE DIVISION  
P.O. Box 1088, Austin, TX 78767-1088

- 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 has 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 Grantor.* Grantor warrants, represents, covenants, and agrees that Grantor has 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 grant, and that Grantor 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, Grantor agrees that any payments owing to Grantor under the Agreement may be applied directly toward any debt or delinquency that Grantor 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.* Grantor 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.

**EXECUTED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**GRANTOR:**

**CITY OF AUSTIN, a Texas municipal corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GRANTEE:**

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

By: \_\_\_\_\_  
Sereniah Breland, City Manager

**ATTEST:**

\_\_\_\_\_  
Trista Evans, City Secretary

EXHIBIT "A"

0.2115 Acre WE  
Waterline Easement  
James Burleson Survey No. 19, Abstract No. 4  
Travis County, Texas

DESCRIPTION FOR A 0.2115 OF ONE ACRE  
WATERLINE EASEMENT

DESCRIPTION OF A 0.2115 OF ONE ACRE (9,215 SQUARE FOOT) EASEMENT, OUT OF THE JAMES BURLESON SURVEY NO. 19, ABSTRACT NO. 4, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 2.9219 ACRES (TRACT 1) CONVEYED TO CITY OF AUSTIN BY JUDGMENT (CAUSE NO. C-1-CV-21-003255) OF THE COURT IN ABSENCE OF OBJECTION DATED JANUARY 18, 2023, AS RECORDED IN DOCUMENT NO. 2023007174, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 0.2115 OF ONE ACRE EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point at the northwest corner of this easement, and the northwest corner of a 40 foot wide waterline easement recorded in Document No. 2004021591, Official Public Records, Travis County, Texas being in the north line of said 2.9219 acre City of Austin tract, and in the existing south right-of-way line of Martin Luther King, Jr. Boulevard (F.M. 969, 100 foot width), from which a 1/2-inch iron rod found at the southwest corner of Lot 1, Austin DTP II, LLC Addition, a subdivision of record in Document No. 201100020, Official Public Records, Travis County, Texas, being in the existing north right-of-way line of Martin Luther King, Jr. Boulevard, bears North 21°15'59" East 100.24 feet, and with a curve to the left, whose delta angle is 10°18'51", radius is 3,869.72 feet, an arc distance of 696.76 feet, and the chord of which bears North 73°53'31" West 695.82 feet, said POINT OF BEGINNING having Surface Coordinates of N=10,077,804.07, E=3,141,766.48;

THENCE, along the east line of this easement, and the west line of said 40 foot wide waterline easement, crossing said 2.9219 acre City of Austin tract, the following two (2) courses, numbered 1 and 2:

- 1) **South 23°15'57" East 198.64 feet** to a calculated point, and

- 2) with a curve to the right, whose delta angle is **00°33'16"**, radius is **2,775.00 feet**, an arc distance of **26.85 feet**, and the chord of which bears **South 00°23'56" East 26.85 feet** to a calculated point at the southeast corner of this easement, from which a 1/2-inch iron rod with aluminum cap stamped "SDHPT" found in the east line of the remainder of that tract described as 19.969 acres (Tract 2) conveyed to Karlin Tracor Lane, LLC by Special Warranty Deed, as recorded in Document No. 2020139775, Official Public Records, Travis County, Texas, being further described as 20.07 acres (Tract III, Parcel A), as recorded in Volume 11590, Page 1712, Real Property Records, Travis County, Texas, and being in the west line of that tract described as 219.184 acres conveyed to the State of Texas by Special Warranty Deed, as recorded in Volume 11339, Page 2005, Real Property Records, Travis County, Texas, bears North 89°52'42" East 40.00 feet, and with a curve to the right, whose delta angle is 18°04'21", radius is 2,815.00 feet, an arc distance of 887.92 feet, and the chord of which bears South 08°54'53" West 884.24 feet;

THENCE, along the south line of this easement, crossing said 2.9219 acre City of Austin tract, the following two (2) courses, numbered 3 and 4:

- 3) **North 41°57'24" West 56.55 feet** to a calculated point, and
- 4) **North 58°21'48" West 91.06 feet** to a calculated point at the southwest corner of this easement;

THENCE, along the west line of this easement, crossing said 2.9219 acre City of Austin tract, the following five (5) courses, numbered 5 through 9:

- 5) **North 07°46'45" East 22.87 feet** to a calculated point,
- 6) with a curve to the right, whose delta angle is **11°53'04"**, radius is **179.01 feet**, an arc distance of **37.13 feet**, and the chord of which bears **North 13°43'17" East 37.06 feet** to a calculated point,
- 7) **North 19°39'49" East 9.07 feet** to a calculated point,
- 8) **South 70°20'11" East 2.87 feet** to a calculated point, and

0.2115 Acre WE

- 9) **North 19°40'26" East 56.58 feet** to the POINT OF BEGINNING and containing 0.2115 of one acre (9,215 square feet) of land within these metes and bounds.

Bearing Basis Note

The bearings described herein are based on the Texas Coordinate System, Central Zone (4203), NAD83 (2011) EPOCH 2010.00. The coordinates shown are surface coordinates and can be converted to grid by dividing a combined scale factor of 1.000070.

SURVEYED BY:

**McGRAY & McGRAY LAND SURVEYORS, INC.**  
3301 Hancock Dr., Ste. 6  
Austin, TX 78731 (512) 451-8591  
TBPELS Survey Firm# 10095500



01/08/2024

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Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

Note: There is a plat to accompany this description.

M:\F&N~22-009~Pville Raw Water Line\Description\0.2115 Ac COA WE\_R2

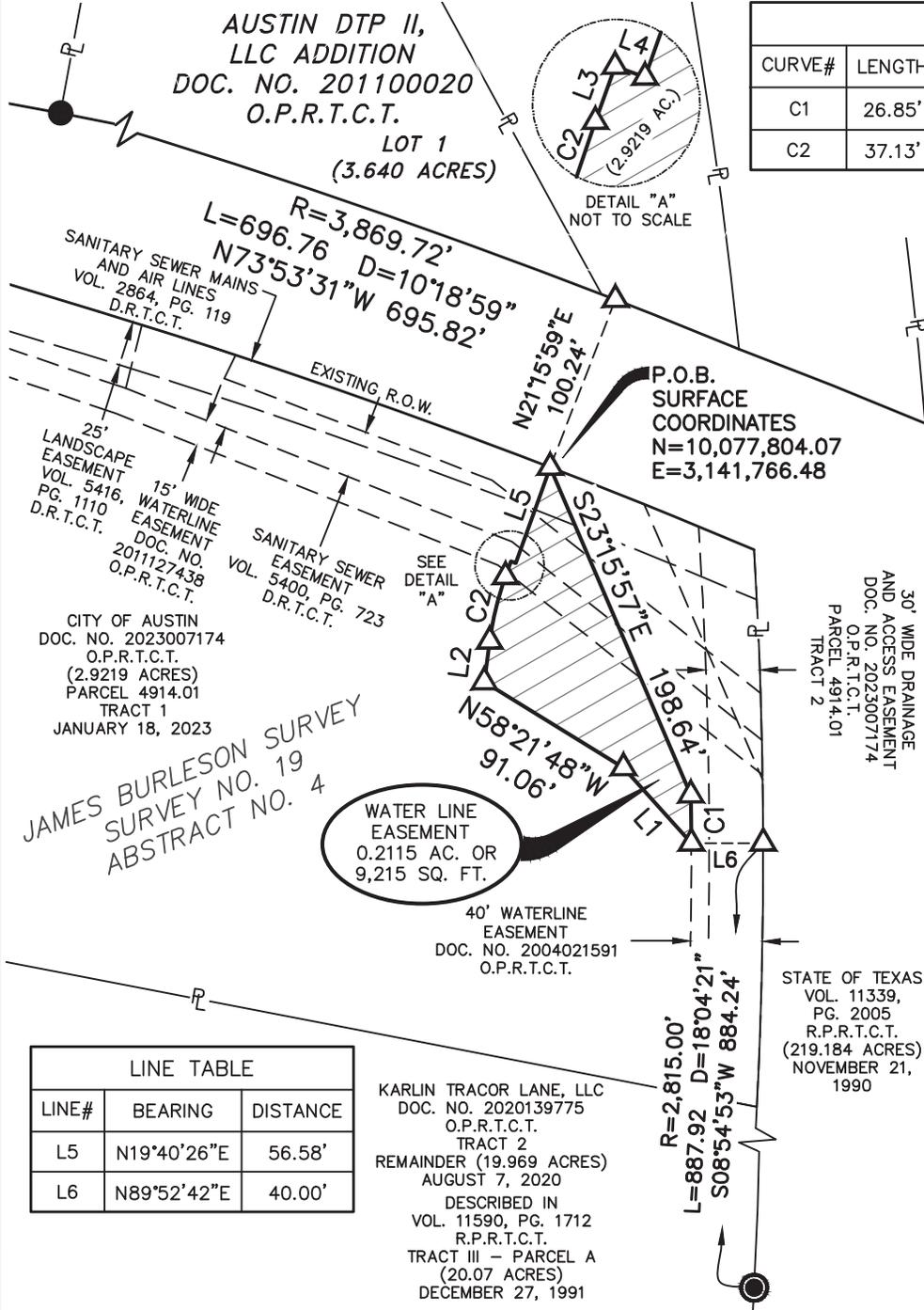
Issued 03/24/2023; Revised 10/18/2023; 01/08/2024

AUSTIN GRID N-23  
TCAD# 0213300302

**SKETCH TO ACCOMPANY DESCRIPTION  
OF 0.2115 AC. OR 9,215 SQ. FT. OF LAND OUT OF  
THE JAMES BURLESON SURVEY NO. 19, ABSTRACT NO. 4  
AUSTIN, TRAVIS COUNTY, TEXAS**

CURVE TABLE					
CURVE#	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	26.85'	2,775.00'	00°33'16"	S00°23'56"E	26.85'
C2	37.13'	179.01'	11°53'04"	N13°43'17"E	37.06'

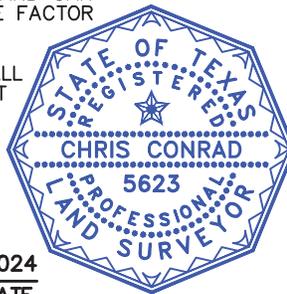
LINE TABLE		
LINE#	BEARING	DISTANCE
L1	N41°57'24"W	56.55'
L2	N07°46'45"E	22.87'
L3	N19°39'49"E	9.07'
L4	S70°20'11"E	2.87'



LINE TABLE		
LINE#	BEARING	DISTANCE
L5	N19°40'26"E	56.58'
L6	N89°52'42"E	40.00'

**KARLIN TRACOR LANE, LLC**  
DOC. NO. 2020139775  
O.P.R.T.C.T.  
TRACT 2  
REMAINDER (19.969 ACRES)  
AUGUST 7, 2020  
DESCRIBED IN  
VOL. 11590, PG. 1712  
R.P.R.T.C.T.  
TRACT III - PARCEL A  
(20.07 ACRES)  
DECEMBER 27, 1991

**NOTES:**  
1. THIS PROJECT IS REFERENCED, FOR ALL BEARING AND COORDINATE BASIS, TO THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010.00. COORDINATES SHOWN HEREON ARE SURFACE COORDINATES AND CAN BE CONVERTED TO GRID BY DIVIDING BY A COMBINED SCALE FACTOR OF 1.000070.  
2. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND WOULD BE SUBJECT TO ANY AND ALL EASEMENTS, CONDITIONS OR RESTRICTIONS THAT A CURRENT TITLE COMMITMENT MAY DISCLOSE.



*Chris Conrad*

01/08/2024

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE  
Note: There is a description to accompany this plat.

M:\F&N~22-009~Pville Raw Water Line\Dwg\Parcels\City of Austin WLE-2\_REV2.dwg

REVISED: 01-08-2024  
REVISED: 10-18-2023  
TCAD# 0213300302 ISSUED: 03-24-2023  
SURVEYED BY: PAGE 4 OF 4

**McGRAY & McGRAY**  
**LAND SURVEYORS, INC.**  
3301 HANCOCK DRIVE #6  
AUSTIN, TEXAS 78731  
MCGRAY.COM (512) 451-8591  
TBPELS SURVEY FIRM #10095500

AUSTIN GRID N-23

JOB NO.: 22-009

EXHIBIT "B"

0.0313 Acre TCE  
Temporary Construction Easement  
James Burleson Survey No. 19, Abstract No. 4  
Travis County, Texas

DESCRIPTION FOR A 0.0313 OF ONE ACRE  
TEMPORARY CONSTRUCTION EASEMENT

DESCRIPTION OF A 0.0313 OF ONE ACRE (1,365 SQUARE FOOT) EASEMENT, OUT OF THE JAMES BURLESON SURVEY NO. 19, ABSTRACT NO. 4, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 2.9219 ACRES (TRACT 1) CONVEYED TO CITY OF AUSTIN BY JUDGMENT (CAUSE NO. C-1-CV-21-003255) OF THE COURT IN ABSENCE OF OBJECTION DATED JANUARY 18, 2023, AS RECORDED IN DOCUMENT NO. 2023007174, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 0.0313 OF ONE ACRE EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point at the northwest corner of this easement, being in the north line of said 2.9219 acre City of Austin tract, and in the existing south right-of-way line of Martin Luther King, Jr. Boulevard (F.M. 969, 100 foot width), from which a 1/2-inch iron rod found at the southwest corner of Lot 1, Austin DTP II, LLC Addition, a subdivision of record in Document No. 201100020, Official Public Records, Travis County, Texas, being in the existing north right-of-way line of Martin Luther King, Jr. Boulevard, bears North 21°05'54" East 100.28 feet, and with a curve to the left, whose delta angle is 10°08'30", radius is 3,869.72 feet, an arc distance of 684.96 feet, and the chord of which bears North 73°58'46" West 684.06 feet, said POINT OF BEGINNING having Surface Coordinates of N=10,077,808.20, E=3,141,755.73;

- 1) THENCE, along the north line of this easement and said 2.9219 acre City of Austin tract, and the existing south right-of-way line of Martin Luther King, Jr. Boulevard, along a curve to the right, whose delta angle is **00°10'30"**, radius is **3,769.72 feet**, an arc distance of **11.51 feet**, and the chord of which bears **South 69°00'12" East 11.51 feet** to a calculated point at the northeast corner of this easement, from which a 1/2-inch iron rod with aluminum cap stamped "SDHPT" found bears, along a curve to the right whose delta angle is **01°51'42"**, radius is **3,769.72 feet**, an arc distance of **122.48 feet**, and the chord of which bears **South 67°59'47" East 122.48 feet** to a calculated point, and with a curve to the right, whose delta angle is **21°23'58"**, radius is **2,815.00 feet**, an arc distance of **1,051.38 feet**, and the chord of which bears **South 07°15'04" West 1,045.28 feet**, being in the east line of the remainder of that tract described as 19.969 acres (Tract 2) conveyed to Karlin Tracor Lane, LLC by Special Warranty Deed, as recorded in Document No. 2020139775, Official Public Records, Travis County, Texas, being further described as 20.07 acres (Tract III, Parcel A), as recorded in Volume 11590, Page 1712, Real Property Records, Travis County, Texas, being in the west line of that tract described as 219.184 acres conveyed to the State of Texas by Special Warranty Deed, as recorded in Volume 11339, Page 2005, Real Property Records, Travis County, Texas;

THENCE, crossing said 2.9219 acre City of Austin tract, the following nine (9) courses, numbered 2 through 10:

- 2) **South 19°40'26" West 56.58 feet** to a calculated point,
- 3) **North 70°20'11" West 2.87 feet** to a calculated point,
- 4) **South 19°39'49" West 9.07 feet** to a calculated point,
- 5) with a curve to the left, whose delta angle is **11°53'04"**, radius is **179.01 feet**, an arc distance of **37.13 feet**, and the chord of which bears **South 13°43'17" West 37.06 feet** to a calculated point,
- 6) **South 07°46'45" West 22.87 feet** to a calculated point,
- 7) **North 58°21'48" West 10.93 feet** to a calculated point,
- 8) **North 07°46'45" East 17.52 feet** to a calculated point,

0.0313 Acre TCE

- 9) with a curve to the right, whose delta angle is **14°37'29"**, radius is **189.01 feet**, an arc distance of **48.24 feet**, and the chord of which bears **North 14°47'42" East 48.11 feet** to a calculated point, and
- 10) **North 20°51'46" East 57.82 feet** to the POINT OF BEGINNING and containing 0.0313 of one acre (1,365 square feet) of land within these metes and bounds.

Bearing Basis Note

The bearings described herein are based on the Texas Coordinate System, Central Zone (4203), NAD83 (2011) EPOCH 2010.00. The coordinates shown are surface coordinates and can be converted to grid by dividing a combined scale factor of 1.000070.

SURVEYED BY:

**McGRAY & McGRAY LAND SURVEYORS, INC.**  
3301 Hancock Dr., Ste. 6  
Austin, TX 78731 (512) 451-8591  
TBPELS Survey Firm# 10095500



05/10/2024

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

Note: There is a plat to accompany this description.

M:\F&N~22-009~Pville Raw Water Line\Description\0.6981 Ac COA TCE\_R4  
Issued 05/11/2023; Revised 10/18/2023; 01/08/2024; 05/03/2024; 05/10/2024

AUSTIN GRID N-23  
TCAD# 0213300302



**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.**

**PERMANENT RAW WATER LINE EASEMENT**

**Date:** \_\_\_\_\_, 2025

**Grantor:** CITY OF AUSTIN, TEXAS, a Texas home-rule municipal corporation situated in the counties of Hays, Travis, and Williamson

**Grantor's Address:** P.O. Box 1088  
Austin, Travis County, Texas 78767-1088

**Grantee:** City of Pflugerville, Texas, a Texas home-rule municipality.

**Grantee's Address:** 100 East Main Street  
Pflugerville, Texas 78660

**Project:** Secondary Colorado River Raw Water Line Project

**Easement Tract:** DESCRIPTION FOR A 0.2115 OF ONE ACRE (9,215 SQUARE FOOT) PERMANENT RAW WATER LINE EASEMENT

EASEMENT, OUT OF THE JAMES BURLESON SURVEY NO. 19, ABSTRACT NO. 4, TRAVIS COUNTY, TEXAS , BEING A PORTION OF THAT TRACT DESCRIBED AS 2.9219 ACRES (TRACT 1) CONVEYED TO CITY OF AUSTIN BY JUDGMENT (CAUSE NO. C-1-CV-21-003255) OF THE COURT IN ABSENCE OF OBJECTION DATED JANUARY 18, 2023, AS RECORDED IN DOCUMENT NO. 2023007174, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 0.2115 OF ONE ACRE EASEMENT, being more particularly described by metes and bounds in the attached **Exhibit A**.

**Easement Duration:** Perpetual. However, in the event Grantee abandons or terminates their use of the Easement Tract or all of the improvements, pipelines, and Facilities within the Easement Tract for a consecutive period of five (5) years, this Easement

and all easement rights granted hereunder shall terminate and revert back to Grantor. For the purposes of this section, "abandon" shall mean Grantee ceases to use the Easement Tract, pipelines, improvements and Facilities for the Easement Purpose for any consecutive period of five (5) years. If, however, the cessation of the use of the Easement Tract, pipelines, improvements and Facilities is caused by force majeure events such as storms, fires, explosions, terrorist acts, any government regulations, court orders or judgments or other events beyond Grantee's reasonable control, then in such event, the period of cessation of use caused by such event, plus a reasonable time thereafter (not exceeding six (6) months) for the restoration of the Easement Tract, pipelines, improvements, and Facilities and resumption of use, shall not be considered a part of any period that Grantee did not use the Easement Tract, pipelines, improvements, or Facilities, only if, Grantee provides written notice to Grantor of such force majeure events within sixty (60) days from its occurrence, setting forth the specific force majeure event and its duration.

**Easement Purpose:**

To access, survey, assess, clear, excavate, install, lay, construct, maintain, inspect, operate, alter, repair, test, protect, replace, make connections, re-lay, change the size of, relocate, remove, decommission, and/or abandon in place a pipeline or pipelines for the transportation of water, and such additional above- or below-grade appurtenances, Facilities, and equipment as are or may be necessary, convenient, or incidental to Grantee's use and operation of the pipeline(s).

**Facilities:**

Raw water line with all associated appurtenances.

Equipment as are or may be necessary, convenient, or incidental to Grantee's use and operation of the raw water pipeline(s), including, but not limited to meters, regulators, wireleads, cathodic-protection equipment and test stations, pipeline markers, electric power and/or communication and control facilities, pumps, and such other appurtenances or facilities as may be required by law, for the transportation of water.

**Permitted Improvements:**

Shall mean landscaping or planting of vegetation, driveways and sidewalks; but shall not mean the construction of a building or similar structure unless such installation or construction is approved in writing by the City Manager or the City Manager's designee.

**Permitted Encumbrances:**

Any easements, liens, encumbrances, and other matters not subordinated to the Easement Tract and of record in the Real

\_\_\_\_\_  
City Reviewer Initials

Property Records of the Texas county in which the Easement Tract is located that are valid, existing, and affect the Easement Tract as of the Effective Date.

**Parallel Use Agreement:** See Appendix No. 1.

Grantor, for **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which is acknowledged by Grantor, **GRANTS, SELLS, AND CONVEYS** to Grantee a non-exclusive easement in, over, under, on, and across the Easement Tract for the Easement Purpose as may be necessary or desirable subject to the Permitted Encumbrances, together with (i) the right of ingress and egress, with notice to Grantor, over, on, and across the Easement Tract for use of the Easement Tract for the Easement Purpose, and (ii) any and all rights and appurtenances pertaining to use of the Easement Tract (collectively, the "**Easement**").

**TO HAVE AND TO HOLD** the Easement to the Grantee for the Easement Duration and Easement Purpose; provided, however, Grantor reserves the right to enter upon and use any portion of the Easement Tract, but in no event shall Grantor enter upon or use any portion of the Easement Tract in any other manner that is inconsistent with the rights granted to Grantee under this Easement for the Easement Purpose. Grantee shall be obligated to promptly restore or replace to a reasonably good and functioning condition any Permitted Improvements which have been removed, relocated, altered, damaged, or destroyed as a result of Grantee's use of the Easement Tract.

Grantor binds Grantor and Grantor's heirs, successors, and assigns to **WARRANT AND FOREVER DEFEND** the title to the Easement, subject to the Permitted Encumbrances, to Grantee against every person whomsoever lawfully claiming or to claim the Easement Tract or any part of the Easement Tract when the claim is by, through, or under Grantor, but not otherwise.

Except where the context otherwise requires, *Grantor* includes *Grantor's employees, agents, consultants, contractors* and *Grantee* includes *Grantee's employees, agents, consultants, contractor* and where the context requires, singular nouns and pronouns include the plural.

*(The remainder of this page is intentionally blank)*

Executed effective the Date first above stated.

CITY OF AUSTIN, TEXAS, a Texas home-rule municipal corporation situated in the counties of Hays, Travis, and Williamson

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS §  
COUNTY OF TRAVIS §

Before me, the undersigned notary, on this day personally appeared \_\_\_\_\_ of the City of Austin, a Texas home-rule municipal corporation situated in the counties of Hays, Travis, and Williamson, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on \_\_\_\_\_ 20\_\_.

[Seal]

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

**APPROVED AS TO FORM:**

CITY OF AUSTIN, TEXAS  
LAW DEPARTMENT

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Assistant City Attorney

**REVIEWED:**

CITY OF AUSTIN, TEXAS  
AUSTIN WATER UTILITY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
City Reviewer Initials

**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

**Effective Date:** \_\_\_\_\_, 2025

**Grantor:** CITY OF AUSTIN, TEXAS, a Texas home-rule municipal corporation situated in the counties of Hays, Travis, and Williamson

**Grantor's Address:** P.O. Box 1088  
Austin, Travis County, Texas 78767-1088

**Grantee:** City of Pflugerville, Texas, a Texas home-rule municipality.

**Grantee's Address:** 100 East Main Street  
Pflugerville, Texas 78660

**Project:** Secondary Colorado River Raw Water Line Project

**Easement Tract:** 0.0313 OF A ONE ACRE TEMPORARY CONSTRUCTION EASEMENT

DESCRIPTION OF A 0.0313 OF ONE ACRE (1,365 SQUARE FOOT) EASEMENT, OUT OF THE JAMES BURLESON SURVEY NO. 19, ABSTRACT NO. 4, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 2.9219 ACRES (TRACT 1) CONVEYED TO CITY OF AUSTIN BY JUDGMENT (CAUSE NO. C-1-CV-21-003255) OF THE COURT IN ABSENCE OF OBJECTION DATED JANUARY 18, 2023, AS RECORDED IN DOCUMENT NO. 2023007174, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 0.0313 OF ONE ACRE EASEMENT, being more particularly described by metes and bounds in the attached **Exhibit "A"**.

**Easement Duration:** Easement shall terminate on the earlier of date of (a) the completion of the Easement Purpose or (b) nine (9) months after the date this agreement is executed by all parties.

**Easement Purpose:**

The Easement Tract is adjacent to and parallel with the “Permanent Raw Water Line Easement” (“Permanent Easement”) for the purpose of conducting such activities as may be reasonably necessary, in Grantee's judgment, for the installation, laying, construction, construction staging and storage, repair, or replacement of the Facilities or any other uses Grantee finds to be necessary for the purposes of the Permanent Easement.

**Permitted Encumbrances:**

Any easements, liens, encumbrances, and other matters not subordinated to the Easement Tract and of record in the Official Public Records, Deed Records, or Real Property Records of Travis County, Texas that are valid, existing, and affect the Easement Tract as of the Effective Date

Grantor, for **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which is acknowledged by Grantor, **GRANTS, SELLS, AND CONVEYS** to the Grantee a temporary construction easement in, over, under, on, and across the Easement Tract for the Easement Purpose as may be necessary or desirable subject to the Permitted Encumbrances, together with (i) the right of ingress and egress, with reasonable notice to and coordination with Grantor, across the Easement Tract for use of the Easement Tract for the Easement Purpose, and (ii) any and all rights and appurtenances pertaining to use of the Easement Tract (collectively, the "**Easement**").

**TO HAVE AND TO HOLD** the Easement to the Grantee for the Easement Duration and Easement Purpose; provided, however, with notice to Grantee, Grantor reserves the right to enter upon and use any portion of the Easement Tract that will not unreasonably conflict and interfere with the Grantee's use of the Easement Tract. Grantee shall be obligated to maintain the Easement Tract in a good and functioning condition in accordance with local, state and federal law. Grantee may enter into an agreement with a third party regarding the maintenance obligations, but in no such event shall the agreement with the third-party release Grantee from its obligations to Grantor under this Easement.

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

Except where the context otherwise requires, *Grantor* includes *Grantor's heirs, successors, and assigns* and *Grantee* includes *Grantee's employees, agents, consultants, contractors* and where the context requires, singular nouns and pronouns include the plural.

--- *The remainder of this page is intentionally blank* ---

Executed effective as of the Effective Date first above stated.

**CITY OF AUSTIN, TEXAS**, a Texas home-rule municipal corporation situated in the counties of Hays, Travis, and Williamson

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF TEXAS** §  
**COUNTY OF TRAVIS** §

Before me, the undersigned notary, on this day personally appeared \_\_\_\_\_ of the City of Austin, a Texas home-rule municipal corporation situated in the counties of Hays, Travis, and Williamson, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on \_\_\_\_\_ 20\_\_.

[Seal]

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_