

**EASEMENT PURCHASE AGREEMENT
TRELDON K. BOHLS (SELLER)**

This Purchase Agreement (this "Agreement") is made and entered into by and between the **CITY OF PFLUGERVILLE, TEXAS**, a Texas home rule municipality ("Buyer"), and **TRELDON K. BOHLS**, ("Seller"), hereafter collectively referred to as the "Parties," upon the premises and for the purposes set out herein, and is effective as stated in this Agreement.

INTRODUCTION

A. Seller is the current owner thereof of the 111 acre tract recorded in Volume 12820, Page 1846, Official Public Records of Travis County, Texas, save and except that 2.979 acre tract conveyed by Seller to the State of Texas in Document #2004006818 of the Deed Records of Travis County, Texas.

B. Buyer requires acquisition of portions of this tract for a drainage easement **Exhibit "A"** and slope easement **Exhibit "B"** for the East Pecan Street Widening CIP hereafter collectively referred to as the "Easement."

C. Seller is willing to convey and Buyer to purchase the drainage easement and the slope easement for the appraised value of **\$9,545.00**.

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

I.

Purchase and Sale Agreement. For the Purchase Price, Seller agrees to sell and convey an easement to Buyer, and Buyer agrees to buy and pay Seller for the drainage easement as described in **Exhibit "A"** for public drainage purposes, including placement, construction, installation, replacement, repair, maintenance, relocation, removal, and operation of a drainage channel and related drainage facilities, and related appurtenances, or making connections thereto, but specifically excluding the right to install or maintain water detention ponds or facilities in the Easement and the slope easement as described in **Exhibit "B"**, for the construction, operation, maintenance, replacement, upgrade, relocation, removal and repair of an earthen embankment slope as part of the lateral support for that certain City of Pflugerville East Pecan Street Widening Capital Improvement Project. The promises by Buyer and Seller stated in this contract are the consideration for the formation of this contract. The obligation of the Buyer contained in this agreement are conditional on City Council of Pflugerville's approval and acceptance of the Easement. In the event the City Council does not approve the acceptance of the Easement, Buyer shall pay Seller \$100.00, as consideration for Seller's agreement to the condition on closing and shall return to Seller all original documents, unfiled with the County, at Buyer's expense.

II.

The Purchase Price. **NINE THOUSAND FIVE HUNDRED FORTY-FIVE AND NO/100 (\$9,545.00)** to be paid at closing.

III.

The Property. A 50 foot wide drainage easement and a 15 foot wide slope easement over, across, under and through a 111 acre tract recorded in Volume 12820, Page 1846, Official Public Records of Travis County, Texas as more particularly described in **Exhibit "A"** and **Exhibit "B"**, attached hereto and incorporated by reference for all purposes.

IV.

Easement Instrument. The Instrument of Conveyance shall be in substantial conformance with the form and substance as stated in the Drainage Easement Agreement (**Exhibit "C"**), and Slope Easement Agreement (**Exhibit "D"**) attached hereto and incorporated by reference for all purposes.

V.

Miscellaneous.

- A. Closing Date.* The parties shall close on this transaction within 30 days of City Council's approval and acceptance of the Easement.
- B. Notice.* Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the party to be notified and with all charges prepaid; (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement; or (iv) by facsimile with confirming copy sent by one of the other described methods of notice set forth. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective only when received. For purposes of notice, the addresses of the parties will, until changed as provided below, be as follows:

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

Seller: Trelton K. Bohls
P.O. Box 892
Pflugerville, Texas 78691-0892

With copy to:

Justin Spillmann, Attorney at Law
7659 Paraiso Haven
Boerne, TX 78015

- C. Severability Waiver.* If any provision of this agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is similar in terms to the illegal, invalid, or enforceable provision as is possible. Each of the rights and obligations of the parties hereto are separate covenants. Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not be deemed a waiver of such provision or any other provision, and such party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.
- D. Applicable Law and Venue.* The interpretation, performance, enforcement, and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Travis County, Texas.
- E. Entire Agreement.* With the exception of the permits and approvals to be issued in connection with this Agreement, this Agreement contains the entire agreement of the Parties and there are no other agreements or promises, oral or written between the Parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the Parties. This Agreement supersedes all other agreements between the Parties concerning the subject matter hereof.
- F. Exhibits and Counterparts.* All exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The section headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the sections. The Parties acknowledge that each of them have been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. If there is any conflict or inconsistency between the provisions of this Agreement and otherwise applicable City ordinances, the terms of this Agreement will control. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts bear the signatures of all the parties.
- G. Representations and Warranties by Seller.* Seller warrants, represents, covenants, and agrees that Seller 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 sale, and that Seller meets all requirements

to contract with the City of Pflugerville as provided by Chapter 38 of the City's Code of Ordinances.

- H. Eligibility Certification.* Seller certifies that the individual or business entity named in the Agreement is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certification is inaccurate.
- I. Payment of Debt or Delinquency.* to the State or Political Subdivision of the State. Pursuant to Chapter 38, City of Pflugerville Code of Ordinances, Seller agrees that any payments owing to Seller under the Agreement may be applied directly toward any debt or delinquency that Seller owes the City of Pflugerville, State of Texas or any political subdivision of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
- J. Texas Family Code Child Support Certification.* Seller certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.

SELLER:

Treldon K. Bohls May 10, 2016
Treldon K. Bohls

PURCHASER:

CITY OF PFLUGERVILLE,
a Texas home rule municipality

By: _____
Brandon Wade, City Manager

ATTEST:

Karen Thompson, City Secretary

Exhibit "A"
Page 1 of 2
December 16, 2015

2,500 square foot Drainage Easement
Wm. Caldwell Survey No. 66
Abstract - 162
Travis County, Texas

DESCRIPTION

DESCRIPTION OF A 2,500 SQUARE FOOT TRACT OF LAND SITUATED IN THE WILLIAM CALDWELL SURVEY NO. 66, ABSTRACT 162, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 111 ACRE TRACT DESCRIBED IN A PARTITION DEED CONVEYED TO TRELDON K. BOHLS OF RECORD IN VOLUME 12820, PAGE 1846, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, SAID 2,500 SQUARE FOOT TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½ inch iron rod found on the south right-of-way line of that certain dedicated public roadway known as East Pecan Street, as widened in a right-of-way deed described in Volume 364, Page 162, said Deed Records, for the northwest corner of that certain 10.91 acre tract of land conveyed to Gerald E. Wilke, et ux, recorded in Volume 4864, Page 360, said Deed Records, same point being the northeast corner of that certain 37.217 acre tract of land conveyed to Pville East, LTD., recorded in Document No. 2004036261, of the Official Public Records of Travis County, Texas, from said point, a ½ inch iron rod found on the north right-of-way line of said East Pecan Street for the common south corner of that certain 5.0 acre tract of land described in Volume 10951, Page 53, said Deed Records, and that certain 161 acre tract of land described in Document No. 2007010189, said Official Public Records, and the common north corner of those certain right-of-way deeds described in Volume 361, Page 497, said Deed Records, and Volume 372, Page 27, said Deed Records, bears South 86° 15' 08" East, a distance of 154.12 feet;

THENCE, South 62° 35' 27" East, with said south right-of-way line of East Pecan Street, a distance of 300.00 feet to a 5/8 inch iron rod with cap stamped "CFA BOUNDARY", set at the northeast corner of said 10.91 acre tract, same point being the northwest corner of said 111 acre tract;

THENCE, South 27° 02' 17" West, with the common boundary line of said 10.91 acre tract and said 111 acre tract, a distance of 25.00 feet to a 5/8 inch iron rod with cap stamped "CFA BOUNDARY", set;

THENCE, South 62° 57' 43" East, over and across said 111 acre tract of land, a distance of 724.50 feet, to the northwest corner and the **POINT OF BEGINNING** of the herein described tract;

THENCE, continuing over and across said 111 acre tract of land, the following four (4) bearings and distances:

1. South 62° 57' 43" East, a distance of 50.00 feet to the northeast corner of the herein described tract;
2. South 27° 02' 17" West, a distance of 50.00 feet to southeast corner of the herein described tract;
3. North 62° 57' 43" West, a distance of 50.00 feet to the southwest corner of the herein described tract;

*MAAF
16 DEC 2015*

Exhibit " "
Page 2 of 2
December 16, 2015

2,500 square foot Drainage Easement
Wm. Caldwell Survey No. 66
Abstract - 162
Travis County, Texas

4. North 27° 02' 17" East, a distance of 50.00 feet to the **POINT OF BEGINNING** and containing 2,500 square feet of land within these metes and bounds.

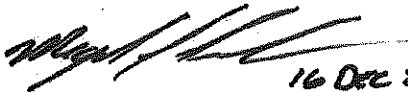
Reference is herein made to the sketch of this tract accompanying this metes and bounds description.

The subject tract described herein is an easement, therefore no monuments were set for corners.

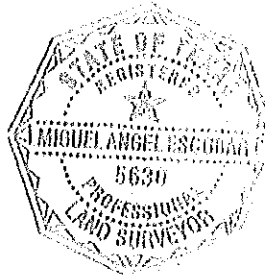
Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). All distances were adjusted to the surface using a Surface Adjustment Factor of 1.000066364. (Surface = Grid X Surface Adjustment Factor)

I certify that this description was prepared from a survey made on the ground from November, 2014, to September, 2015, under my supervision.

COBB, FENDLEY & ASSOCIATES, INC

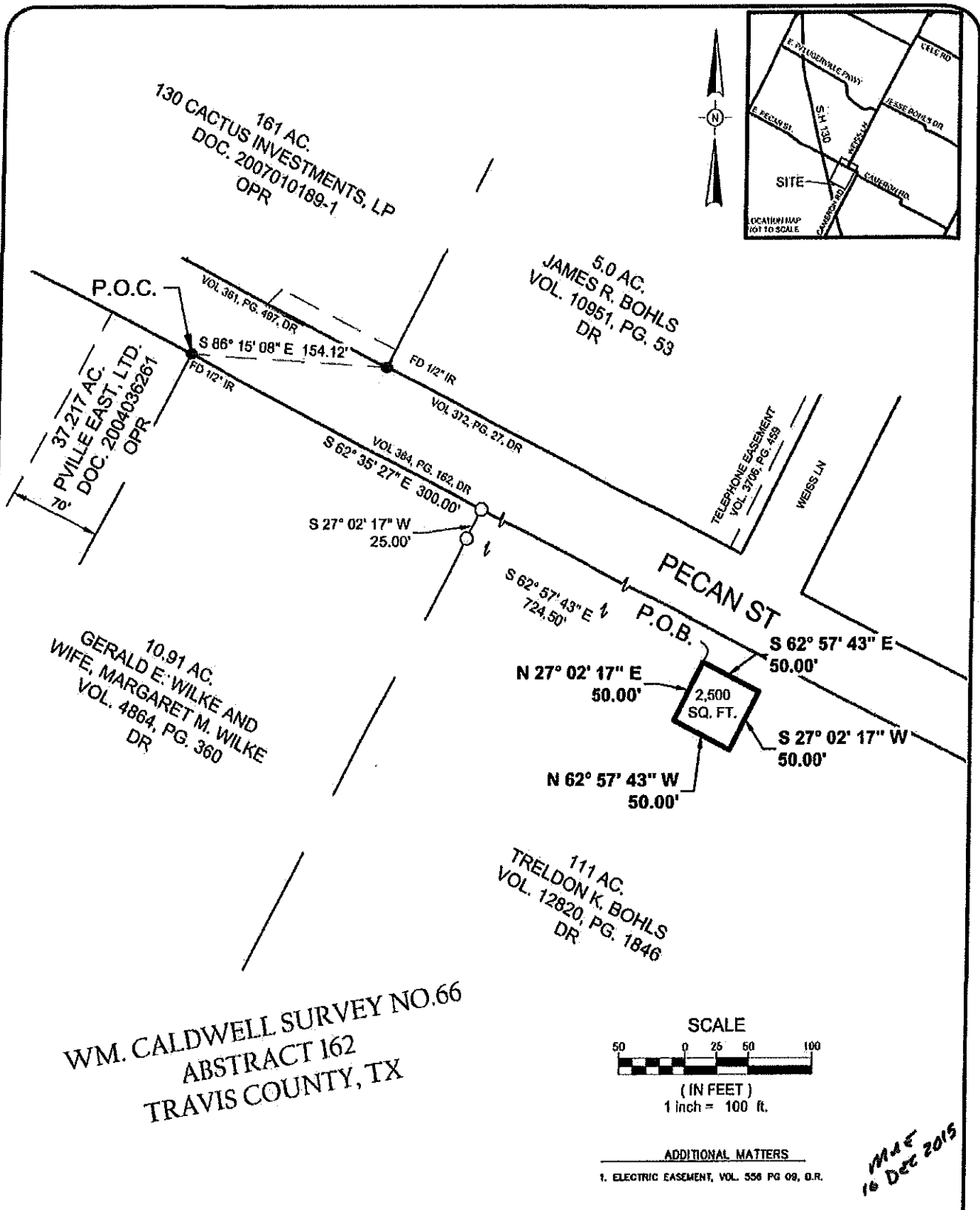

16 Dec 2015

Miguel A. Escobar, LSLS, RPLS
Texas Registration No. 5630



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Dwg Info: G:\Survey\PROJECTS\2014\1412-044-01-East Pecan ST_Pflugerville\Cad\1412-044-01-Easmt-de-Bohls-R1.dwg - Tab: SHEET 1 OF 2 - Plotted: 12/16/2015 1:12 PM By: CAREY JOHNSON



TBPLS FIRM REG 10046701

PROJECT: E PECAN ST
JOB NUMBER: 1412-044-01
DATE: 2015-12-16
SURVEYOR: M.A. ESCOBAR
PARTY CHIEF: N/A



CobbFendley

505 East Huntland Drive, Suite 100
Austin, Texas 78754-5136
512.834.9798 | fax 512.832.7727

Exhibit "A"
Drainage Easement
Description
PAGE 1 OF 2

Dwg Info: G:\Survey\PROJECTS\2014\1412-044-01-East Pecan ST_Pflugerville\Cad\1412-044-01-Esmt-de-Bohis-R1.dwg - Tab: SHEET 2 OF 2 - Plotted: 12/16/2015 10:31 AM By: CAREY JOHNSON

BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, (CENTRAL) ZONE (NAD_83 (2011)). ALL DISTANCES AND COORDINATES WERE ADJUSTED TO THE SURFACE USING A SURFACE ADJUSTMENT FACTOR OF 1.000066364. (SURFACE = GRID X SURFACE ADJUSTMENT FACTOR)

REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE AND EASEMENT REPORT (THE "TITLE REPORT") ISSUED BY TEXAS AMERICAN TITLE COMPANY, DATED DECEMBER 5, 2015. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE REPORT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE REPORT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

REFERENCE IS HEREON MADE TO THE METES AND BOUNDS DESCRIPTION OF THIS TRACT ACCOMPANYING THIS PLAT.

THIS TRACT IS PROPOSED AS AN EASEMENT, NO MONUMENTS WERE SET FOR CORNERS.

I CERTIFY THAT THIS DESCRIPTION WAS PREPARED FROM A SURVEY MADE ON THE GROUND FROM NOVEMBER, 2014 TO SEPTEMBER 2015, UNDER MY SUPERVISION.

COBB, FENDLEY & ASSOCIATES, INC.

Miguel A. Escobar
16 DEC 2015
MIGUEL A. ESCOBAR, LSLS, RPLS
TEXAS REG NO. 5630



LEGEND

- D.R. - DEED RECORDS OF TRAVIS COUNTY, TEXAS
- O.P.R. - OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- P.O.C. - POINT OF COMMENCEMENT
- P.O.B. - POINT OF BEGINNING
- ⊙ - 1" IRON PIPE, FOUND EXCEPT AS NOTED
- - 1/2" IRON ROD, FOUND EXCEPT AS NOTED
- - 5/8" IRON ROD WITH CAP STAMPED "CFA BOUNDARY", SET EXCEPT AS NOTED

TBPLS FIRM REG 10046701

PROJECT: E. PECAN ST
JOB NUMBER: 1412-044-01
DATE: 2015-12-16
SURVEYOR: M.A. ESCOBAR
PARTY CHIEF: N/A



CobbFendley

505 East Huntland Drive, Suite 100
Austin, Texas 78754-5136
512.834.9798 | fax 512.832.7727

Exhibit " A "
Drainage Easement
Description

PAGE 2 OF 2

Exhibit "B"
Page 1 of 2
September 8, 2015

6,000 Square Foot Slope Easement
Wm. Caldwell Survey No. 66
Abstract - 162
Travis County, Texas

DESCRIPTION

DESCRIPTION OF A 6,000 SQUARE FOOT TRACT OF LAND SITUATED IN THE WILLIAM CALDWELL SURVEY NO. 66, ABSTRACT 162, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 111 ACRE TRACT DESCRIBED IN A PARTITION DEED CONVEYED TO TRELDON K. BOHLS OF RECORD IN VOLUME 12820, PAGE 1846, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, SAID 6,000 SQUARE FOOT TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½ inch iron rod found on the south right-of-way line of that certain dedicated public roadway known as East Pecan Street, as widened in a right-of-way deed described in Volume 364, Page 162, said Deed Records, for the northwest corner of that certain 10.91 acre tract of land conveyed to Gerald E. Wilke, et ux, recorded in Volume 4864, Page 360, said Deed Records, same point being the northeast corner of that certain 37.217 acre tract of land conveyed to Pville East, LTD., recorded in Document No. 2004036261, of the Official Public Records of Travis County, Texas, from said point, a ½ inch iron rod found on the north right-of-way line of said East Pecan Street for the common south corner of that certain 5.0 acre tract of land described in Volume 10951, Page 53, said Deed Records, and that certain 161 acre tract of land described in Document No. 2007010189, said Official Public Records, and the common north corner of those certain right-of-way deeds described in Volume 361, Page 497, said Deed Records, and Volume 372, Page 27, said Deed Records, bears South 86° 15' 08" East, a distance of 154.12 feet;

THENCE, South 62° 35' 27" East, with said south right-of-way line of East Pecan Street, a distance of 300.00 feet to a 5/8 inch iron rod with cap stamped "CFA BOUNDARY", set at the northeast corner of said 10.91 acre tract, same point being the northwest corner of said 111 acre tract;

THENCE, South 27° 02' 17" West, with the common boundary line of said 10.91 acre tract and said 111 acre tract, a distance of 25.00 feet to a 5/8 inch iron rod with cap stamped "CFA BOUNDARY", set;

THENCE, South 62° 57' 43" East, over and across said 111 acre tract of land, a distance of 497.14 feet, to the northwest corner and the **POINT OF BEGINNING** of the herein described tract;

THENCE, continuing over and across said 111 acre tract of land, the following four (4) bearings and distances:

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9/8/2015

Exhibit "B"
Page 2 of 2
September 8, 2015

0.635 Acre Tract
Wm. Caldwell Survey No. 66
Abstract - 162
Travis County, Texas

1. South 62° 57' 43" East, a distance of 400.00 feet to the northeast corner of the herein described tract;
2. South 27° 02' 17" West, a distance of 15.00 feet to the southeast corner of the herein described tract;
3. North 62° 57' 43" West, a distance of 400.00 feet to the southwest corner of the herein described tract;
4. North 27° 02' 17" East, a distance of 15.00 feet, to the **POINT OF BEGINNING** and containing 6,000 square feet of land within these metes and bounds.


Reference is herein made to the sketch of this tract accompanying this metes and bounds description.

The subject tract described herein is an easement, therefore no monuments were set for corners.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). All distances were adjusted to the surface using a Surface Adjustment Factor of 1.000066364. (Surface = Grid X Surface Adjustment Factor)

I certify that this description was prepared from a survey made on the ground from November, 2014, to September, 2015, under my supervision.

COBB, FENDLEY & ASSOCIATES, INC

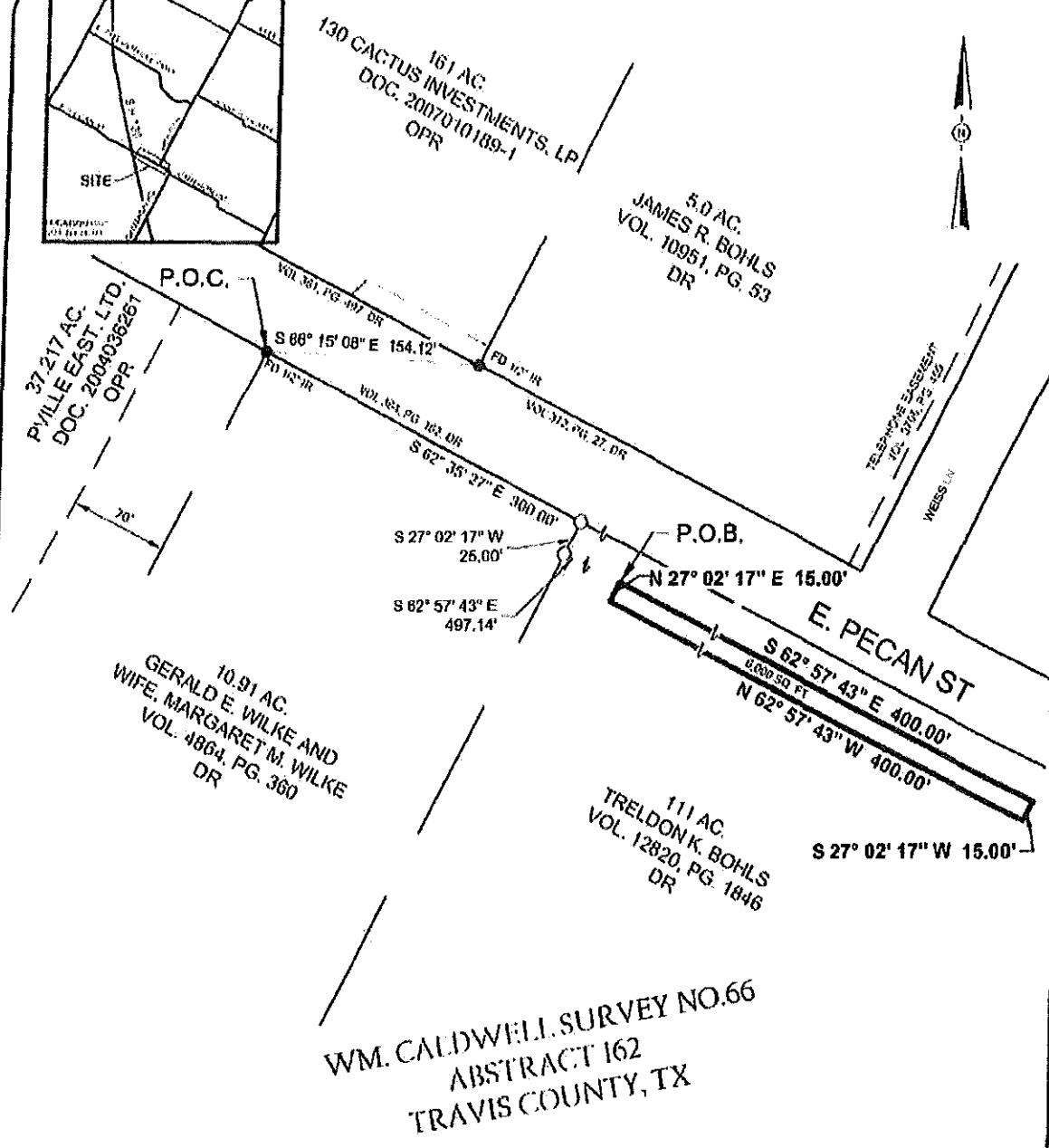
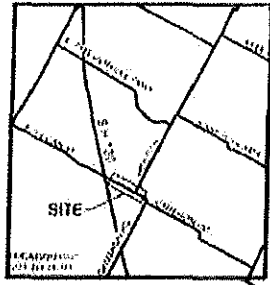


9 Sept 2015

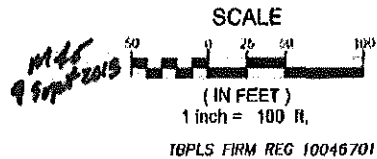
Miguel A. Escobar, LSLS, RPLS
Texas Registration No. 5630

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ADDITIONAL MATTERS
1. ELECTRIC EASEMENT, VOL. 555 PG 09, O.R.



PROJECT: E. PECAN ST
JOB NUMBER: 1412-044-01
DATE: 2015-03-05
SURVEYOR: M.A. ESCOBAR
PARTY CHIEF: HZA

CobbFendley
605 East Hundland Dr., Suite 485
Austin, Texas 78754-5136
512.834.9798 | fax 512.834.9553

Exhibit " B "
Slope Easement
Description
PAGE 1 OF 2

TBPLS FIRM REG 10046701

9/9/2015 10:41 AM By: MIGUEL A

2000

100

10

1

D.R. - DEED RECORDS OF TRAVIS COUNTY, TEXAS
O.P.R. - OFFICIAL PUBLIC RECORDS OF TRAVIS
COUNTY, TEXAS
P.O.C. - POINT OF COMMENCEMENT
P.O.B. - POINT OF BEGINNING
① - 1" IRON PIPE, FOUND EXCEPT AS NOTED
● - 1/2" IRON ROD, FOUND EXCEPT AS NOTED
○ - 5/8" IRON ROD WITH CAP STAMPED "CFA
BOUNDARY", SET EXCEPT AS NOTED

PROJECT: E_PEGASUS
JND NUMBER: 1412 044 01
DATE: 2015-02-03
SURVEYOR: H.A. ESCOBAR
PARTY CODE: 0/0



CobbFendley

505 East Huntland Drive, Suite 405
Austin, Texas 78754-5136
512.834.9798 | fax 512.834.9553

Exhibit "B"
Slope Easement
Description
PAGE 2 OF 2

EXHIBIT "C"

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM 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.

DRAINAGE EASEMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

GRANT OF EASEMENT:

TRELDON K. BOHLS, ("Grantor", whether one or more), 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 drainage easement ("Easement") upon and across the parcel of real 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 right and privilege at any and all times to enter the Easement Tract, or any part thereof, for the purpose of construction, operation, maintenance, replacement, upgrade, removal, and repair of the improvements which are constructed and installed therein or thereon by Grantee under the terms of this Easement.

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, by, through or under Grantor, but not otherwise, subject to the matters set forth herein and all validly existing restrictions, covenants, conditions, rights-of-way, easements, mineral reservations and royalty reservations, and other matters of record, if any, affecting the Property.

CHARACTER OF EASEMENT:

The Easement is an easement in gross.

PURPOSE OF EASEMENT:

The Easement shall be used for public drainage purposes, including placement, construction, installation, replacement, repair, maintenance, relocation, removal, and operation of a drainage channel and related drainage facilities, and related appurtenances, or making connections thereto, but specifically excluding the right to install or maintain water detention ponds or facilities in the Easement.

DURATION OF EASEMENT:

The Easement shall be perpetual, however, if the future development on Grantor's remaining property (including but not limited to any future public or private extension of Weiss Lane or other driveway south into Grantor's remaining property) is conducted in such a manner as to result in there not being a need for all or a portion of this Easement, then this Easement shall terminate as to that portion or the whole of the Easement Tract, which is no longer necessary.

EXCLUSIVENESS OF EASEMENT:

The Easement shall be non-exclusive, and Grantor may dedicate all or any portion of the Easement Tract to any utility or other user so long as such dedication and use recognizes, accepts and does not unreasonably interfere or conflict with the use of the Easement Tract by Grantee for the purposes, uses and rights herein provided.

SURFACE USE:

Grantor hereby retains, reserves, and shall continue to enjoy the use of the surface of the Easement Tract for any and all purposes which do not interfere with or prevent the use by Grantee of the Easement herein granted. Grantee has the right to trim and cut down trees and shrubbery and to remove other improvements and structures to the extent reasonably necessary to prevent interference with the operation or repairs to Grantee's facilities in the Easement Tract.

MAINTENANCE:

Grantee shall maintain the slope and groundcover over and on the Easement Tract, which shall include but shall not be limited to keeping the grade of the slope at an acceptable level and installing and maintaining appropriate grass species to keep the slope of the Easement Tract from eroding and keeping silt or debris from blocking any drainage facilities and associated appurtenances. Grantor shall maintain any fencing installed by Grantor on the Easement Tract, however if any fencing is damaged due to Grantee's actions, Grantee will be responsible for such necessary repairs. Grantor will not be responsible for mowing the Easement Tract, but may allow cattle to graze the Easement Tract.

ENTIRE AGREEMENT:

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

BINDING EFFECT:

This agreement shall bind and inure to the benefit of the respective parties hereto, their heirs, legal representatives, successors and assigns.

ASSIGNABILITY:

This Easement and the rights of Grantee hereunder may not be assigned by Grantee without the express written consent of Grantor, which may be withheld in Grantor's sole discretion.

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

GRANTOR:

Trelton K. Bohls

AGREED AND ACCEPTED:

CITY OF PFLUGERVILLE, TEXAS,
a Texas home rule municipality

By: _____
Brandon Wade, City Manager

ATTEST:

Karen Thompson, City Secretary

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2016, by
Trelton K. Bohls, an individual residing in Travis County, Texas.

Notary Public Signature

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

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

Notary Public Signature

After Recording, Please Return To:

City of Pflugerville
Attn: Brandon E. Wade, City Manager
P.O. Box 589,
Pflugerville, Texas 78691

EXHIBIT "D"

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.

SLOPE EASEMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

GRANT OF EASEMENT:

TRELDON K. BOHLS, ("Grantor", whether one or more), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto the **CITY OF PFLUGERVILLE, TEXAS**, a home rule municipality located in Travis County, Texas ("Grantee"), an easement ("Easement") on, over, along, upon and across the parcel of real property of Grantor which is more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference ("Easement Tract") for the construction and maintenance of an earthen embankment slope as part of the lateral support for that certain City of Pflugerville East Pecan Street Widening Capital Improvement Project

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the right and privilege at any and all times to enter the Easement Tract, or any part thereof, for the purpose of construction, operation, maintenance, replacement, upgrade, removal, and repair of the improvements which are constructed and installed therein or thereon by Grantee under the terms of this Easement.

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, by, through or under Grantor, but not otherwise, subject to the matters set forth herein and all validly existing restrictions, covenants, conditions, rights-of-way, easements, mineral reservations and royalty reservations, and other matters of record, if any, affecting the Property.

CHARACTER OF EASEMENT:

The Easement is an easement in gross.

PURPOSE OF EASEMENT:

The Easement shall be used for the construction, maintenance, relocation, removal, and operation of an earthen embankment slope for purposes of lateral support of the abutting public road.

DURATION OF EASEMENT:

The Easement shall be perpetual, however, if the future development on Grantor's remaining property is conducted in such a manner as to result in there not being a need for all or a portion of this Easement, then this Easement shall terminate as to that portion or the whole of the Easement Tract, which is no longer necessary.

EXCLUSIVENESS OF EASEMENT:

The Easement shall be non-exclusive; and Grantor may dedicate all or any portion of the Easement Tract to any utility or other user so long as such dedication and use recognizes, accepts and does not unreasonably interfere or conflict with the use of the Easement Tract by Grantee for the purposes, uses and rights herein provided.

SURFACE USE:

Grantor hereby retains, reserves, and shall continue to enjoy the use of the surface of the Easement Tract for any and all purposes which do not interfere with or prevent the use by Grantee of the Easement herein granted. The Grantor further covenants and agrees to use his property only in those ways consistent with the continued maintenance of the slope easement (including, but not limited to, allowing cattle to graze the Easement Tract) and agrees to nothing which would impair, damage, or destroy said lateral support, and is further understood and agreed that the covenants and agreements set forth above shall be considered covenants with the land, fully binding upon Grantor and his successors and assigns.

Grantee has the right to trim and cut down trees and take all other actions reasonably necessary to preserve the integrity and grade of the slope and prevent interference with the operation or repairs to Grantee's facilities in the Easement Tract.

MAINTENANCE:

Grantee shall maintain the slope and groundcover over and on the Easement Tract, which shall include but shall not be limited to keeping the grade of the slope at an acceptable level and installing and maintaining appropriate grass species, as determined by Grantee, to keep the soil placed in the Easement Tract from eroding. Grantor shall maintain any fencing installed by

Grantor on the Easement Tract, however if any fencing is damaged due to Grantee's actions, Grantee will be responsible for such necessary repairs. Neither Grantor nor Grantee will be responsible for mowing the Easement Tract, but Grantor may allow cattle to graze the Easement Tract.

ENTIRE AGREEMENT:

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

BINDING EFFECT:

This agreement shall bind and inure to the benefit of the respective parties hereto, their heirs, legal representatives, successors and assigns.

ASSIGNABILITY:

This Easement and the rights of Grantee hereunder may not be assigned by Grantee without the express written consent of Grantor, which may be withheld in Grantor's sole discretion.

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

GRANTOR:

Trelton K. Bohls

GRANTEE:

AGREED AND ACCEPTED:

CITY OF PFLUGERVILLE, TEXAS,
a Texas home rule municipality

By: _____
Brandon Wade, City Manager

ATTEST:

Karen Thompson, City Secretary

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, 2016, by
Trelton K. Bohls, an individual residing in Travis County, Texas.

Notary Public Signature

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

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

Notary Public Signature

After Recording, Please Return To:

City of Pflugerville
Attn: Brandon E. Wade, City Manager
P.O. Box 589,
Pflugerville, Texas 78691