

PURCHASE AGREEMENT

GLORIA ANN (PFEIL) KUEMPEL, ALSO KNOWN AS GLORIA KUEMPEL, Individually and as Trustee of the Charles William Kuempel Family Trust, as created under the Last Will and Testament of Charles William Kuempel, deceased, as probated under Cause No. C-1-PB-17-002115, Travis County, Texas (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 **GLORIA ANN (PFEIL) KUEMPEL, ALSO KNOWN AS GLORIA KUEMPEL, Individually and as Trustee of the Charles William Kuempel Family Trust, as created under the Last Will and Testament of Charles William Kuempel, deceased, as probated under Cause No. C-1-PB-17-002115, Travis County, Texas, ("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 138.45-acres of land, more or less, situated in the Thomas Hancock Survey No. 20, Abstract No. 392, Travis County, Texas.

B. Buyer requires acquisition as described in **Exhibit "A" (+/-0.2686-acre Lift Station Site)** and **Exhibit "B" (+/-1.377-acre Temporary Construction Easement)** hereafter collectively referred to as the "Property".

C. Seller is willing to convey and Buyer to purchase the Property for the Settlement Amount of **\$132,040.00**.

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 Property to Buyer, and Buyer agrees to buy and pay Seller for the Property as described in **Exhibit "A"** and **Exhibit "B"**, as part of the Cottonwood West 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 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. **ONE HUNDRED THIRTY-TWO THOUSAND FOURTY and 00/100 DOLLARS (\$132,040.00)** to be paid at closing.

III.

The Property. More or less as described in **Exhibit "A" (+/-0.2686-acre Lift Station**

Site) and Exhibit "B" (+/-1.377-acre Temporary Construction Easement) situated in the Thomas Hancock Survey No. 20, Abstract No. 392, Travis County, Texas, attached hereto and incorporated by reference for all purposes.

IV.

Easement Instrument(s). The Instrument of Conveyance shall be in substantial conformance with the form and substance as stated in the **Special Warranty Deed (Exhibit "A-1") and Temporary Construction Easement (Exhibit "B-1")**, 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 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:	Gloria Ann Kuempel 202 W. Wilbarger Street Pflugerville, TX 78660

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.

C. *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.

D. *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.

E. *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.

F. *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.

G. *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.

H. *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.

I. *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.

EXECUTED this the 21 day of June 2024.

SELLER:

GLORIA ANN (PFEIL) KUEMPEL, also known as Gloria Kuempel, as Trustee of the Charles William Kuempel Family Trust

By: Gloria Ann Kuempel
Gloria Ann (Pfeil) Kuempel

PURCHASER:

CITY OF PFLUGERVILLE,
a Texas home-rule municipality

By: _____
Sereniah Breland, City Manager

ATTEST:

By: _____
Trista Evans, City Secretary

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.

SPECIAL WARRANTY DEED

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

That **GLORIA ANN (PFEIL) KUEMPEL, ALSO KNOWN AS GLORIA KUEMPEL, Individually and as Trustee of the Charles William Kuempel Family Trust, as created under the Last Will and Testament of Charles William Kuempel, deceased, as probated under Cause No. C-1-PB-17-002115, Travis County, Texas,** whose address is 202 Wilbarger Street, Pflugerville, Texas 78660 ("Grantor"), for and in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid to the **CITY OF PFLUGERVILLE, TEXAS,** a home-rule municipality located in Travis County, Texas ("Grantee"), whose mailing address is P.O. Box 589, Pflugerville, Travis County, Texas 78691, the receipt and sufficiency of which consideration are hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto, Grantee, the property depicted on Exhibit "A" attached hereto and incorporated herein by reference ("Property") subject to all of the reservations, exceptions and other matters set forth or referred to herein.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, and Grantee's successors or assigns, forever; and Grantor does hereby bind Grantor, and Grantor's successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, Grantee's 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, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

Signature page to follow.

EXECUTED AND EFFECTIVE as of this _____ day of _____, 202__.

GRANTOR:

GLORIA ANN (PFEIL) KUEMPEL, also known as Gloria Kuempel, as Trustee of the Charles William Kuempel Family Trust

By: _____
Gloria Ann (Pfeil) Kuempel

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, a Notary Public, on this day personally appeared **GLORIA ANN (PFEIL) KUEMPEL, ALSO KNOWN AS GLORIA KUEMPEL, Individually and as Trustee of the Charles William Kuempel Family Trust, as created under the Last Will and Testament of Charles William Kuempel, deceased, as probated under Cause No. C-1-PB-17-002115, Travis County, Texas** known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon her oath stated that she 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 _____ 20__.

Notary Public Signature

(seal)

GRANTEE:

AGREED AND ACCEPTED:

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

By: _____
Sereniah Breland, City Manager

ATTEST:

By: _____
Trista Evans, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 20__, 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 Manager
City of Pflugerville
15500 Sun Light Near Way
Pflugerville, Texas 78691

LEGAL DESCRIPTION:**0.2686 ACRES**

BEING A 0.2686 ACRE (11,700 SQ. FT.) TRACT OF LAND SITUATED IN THE THOMAS HANCOCK SURVEY, ABSTRACT 392, TRAVIS COUNTY, TEXAS; AND BEING A PORTION OF A CALLED 176.66 ACRES TRACT OF LAND DESCRIBED TO CHARLES W. KUEMPEL AND WIFE, GLORIA KUEMPEL, AS SHOWN ON INSTRUMENT RECORDED UNDER VOLUME 4892, PAGE 182 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS (R.P.R.T.C.T.); AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2-INCH IRON ROD FOUND, IN THE NORTHWEST BOUNDARY LINE OF A CALLED 77.94 ACRES TRACT OF LAND DESCRIBED TO RAYMOND W. HEES, KERMIT H. HEES AND WIFE, LYDIA H. HEES, AS SHOWN ON INSTRUMENT RECORDED UNDER VOLUME 7594, PAGE 270 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), FOR THE EAST CORNER OF SAID 176.66 ACRES TRACT, SAME BEING THE SOUTH CORNER OF A CALLED 27.693 ACRES TRACT OF LAND DESCRIBED TO RODNEY L. GEBERT AND WIFE, DEBBIE GEBERT, AS SHOWN ON INSTRUMENT RECORDED UNDER VOLUME 10017, PAGE 661 OF THE O.P.R.T.C.T.;

THENCE, DEPARTING SAID NORTHWEST BOUNDARY LINE OF THE 77.94 ACRES TRACT, OVER AND ACROSS SAID 176.66 ACRES TRACT, THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES:

1. NORTH 88°35'31" WEST, A DISTANCE OF 1,684.90 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET, FOR THE **POINT OF BEGINNING**;
2. SOUTH 27°00'55" WEST, A DISTANCE OF 16.00 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
3. NORTH 62°56'04" WEST, A DISTANCE OF 17.87 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
4. SOUTH 27°06'44" WEST, A DISTANCE OF 86.00 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET; AND FROM WHICH A 5/8-INCH IRON ROD FOUND, FOR THE SOUTH CORNER OF SAID 176.66 ACRES TRACT, SAME BEING THE WEST CORNER OF SAID 77.94 ACRES TRACT, THE NORTH CORNER OF A CALLED 110.05 ACRES TRACT OF LAND DESCRIBED TO ALFRED WENDLAND AND WIFE, ELIZABETH R. WENDLAND, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2002166983 OF THE O.P.R.T.C.T., AND THE EAST CORNER OF LOT 11, BLOCK A, MAGNOLIA RANCH ESTATES, A LEGAL SUBDIVISION ACCORDING TO THE PLAT OF RECORD IN DOCUMENT NO. 200400155 OF THE O.P.R.T.C.T.; BEARS SOUTH 35°13'44" EAST, A DISTANCE OF 1,1712.64 FEET;
5. NORTH 62°53'16" WEST, A DISTANCE OF 110.00 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
6. NORTH 27°06'44" EAST, A DISTANCE OF 22.00 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
7. NORTH 62°53'16" WEST, A DISTANCE OF 5.00 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
8. NORTH 27°06'44" EAST, A DISTANCE OF 41.50 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
9. SOUTH 62°59'07" EAST, A DISTANCE OF 5.00 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
10. NORTH 27°06'44" EAST, A DISTANCE OF 36.49 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
11. SOUTH 62°53'16" EAST, A DISTANCE OF 51.84 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
12. NORTH 27°06'44" EAST, A DISTANCE OF 8.00 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
13. SOUTH 62°53'16" EAST, A DISTANCE OF 15.00 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
14. SOUTH 27°06'44" WEST, A DISTANCE OF 5.99 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
15. SOUTH 62°53'16" EAST, A DISTANCE OF 61.00 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 0.2686 ACRE (11,700 SQ. FT.) OF LAND, MORE OR LESS, IN TRAVIS COUNTY, TEXAS. THIS DOCUMENT WAS PREPARED IN THE OFFICE OF KIMLEY-HORN INC. IN AUSTIN, TEXAS.

SURVEYOR'S NOTES:

BASIS OF BEARINGS IS THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203). ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE VALUES. THE SURFACE ADJUSTMENT FACTOR OF 1.00010. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.



MICHAEL A. MONTGOMERY II, R.P.L.S.
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6890

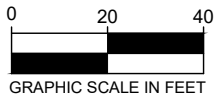
**LEGAL DESCRIPTION****0.2686 ACRES**

**BEING A PORTION OF THE
THOMAS HANCOCK SURVEY, ABSTRACT 392
TRAVIS COUNTY, TEXAS**

Kimley»Horn

10814 JOLLYVILLE ROAD, CAMPUS IV SUITE 200, AUSTIN, TEXAS 78759 TEL. NO. (512) 418-1771
TBPELS FIRM # 10194624 WWW.KIMLEY-HORN.COM

SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
N/A	JKA	MMII	4/2/2024	069228921	1 OF 2

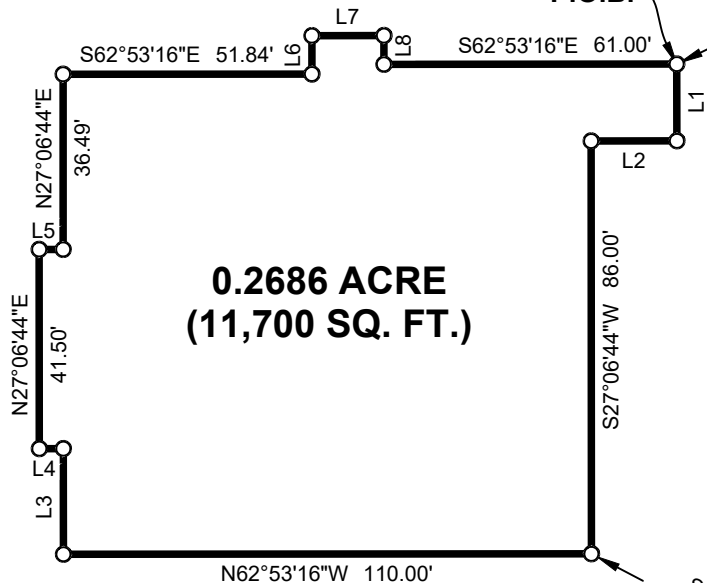


CALLED 27.693 ACRES
 RODNEY L. GEBERT
 AND WIFE, DEBBIE
 GEBERT
 VOL. 10017, PG. 661
 O.P.R.T.C.T.

CALLED 176.66 ACRES
 CHARLES W. KUEMPEL AND
 WIFE, GLORIA KUEMPEL
 VOL. 4892, PG. 182
 R.P.R.T.C.T.

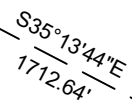
P.O.C.

P.O.B.



**0.2686 ACRE
 (11,700 SQ. FT.)**

CALLED 77.94 ACRES
 RAYMOND W. HEES,
 KERMIT H. HEES AND
 WIFE, LYDIA H. HEES
 VOL. 7594, PG. 270
 O.P.R.T.C.T.



5/8"

LOT 11, BLOCK A
 MAGNOLIA RANCH
 ESTATES
 DOC. NO. 200400155
 O.P.R.T.C.T.

CALLED 110.05 ACRES
 ALFRED WENDLAND
 AND WIFE, ELIZABETH
 R. WENDLAND
 DOC. NO. 2002166983
 O.P.R.T.C.T.

LINE TABLE			LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	S27°00'55"W	16.00'	L5	S62°59'07"E	5.00'
L2	N62°56'04"W	17.87'	L6	N27°06'44"E	8.00'
L3	N27°06'44"E	22.00'	L7	S62°53'16"E	15.00'
L4	N62°53'16"W	5.00'	L8	S27°06'44"W	5.99'

LINE TYPE LEGEND	
	BOUNDARY LINE
	ADJOINING PROPERTY LINE

LEGEND	
	= 1/2" IRON ROD FOUND (UNLESS NOTED)
	= 1/2" IRON ROD W/ "KHA" CAP SET
	= NOT TO SCALE
O.P.R.T.C.T. = OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TX	
R.P.R.T.C.T. = REAL PROPERTY RECORDS TRAVIS COUNTY, TX	

SURVEYOR'S NOTES:

BASIS OF BEARINGS IS THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203). ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE VALUES. THE SURFACE ADJUSTMENT FACTOR OF 1.00010. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

**BOUNDARY EXHIBIT
 0.2686 ACRES
 BEING A PORTION OF THE
 THOMAS HANCOCK SURVEY, ABSTRACT 392
 TRAVIS COUNTY, TEXAS**

10814 JOLLYVILLE ROAD, CAMPUS IV SUITE 200, AUSTIN, TEXAS 78759 TEL. NO. (512) 418-1771
 TBPELS FIRM # 10194624 WWW.KIMLEY-HORN.COM

SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
1" = 40'	JKA	MMII	4/2/2024	069228921	2 OF 2

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:

GLORIA ANN (PFEIL) KUEMPEL, ALSO KNOWN AS GLORIA KUEMPEL, Individually and as Trustee of the Charles William Kuempel Family Trust, as created under the Last Will and Testament of Charles William Kuempel, deceased, as probated under Cause No. C-1-PB-17-002115, Travis County, Texas, (“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 ”B”, attached hereto and incorporated herein by reference (“Easement Property”) , together with rights of ingress and egress across the property of the Grantor if necessary to access the TCE. Grantor and Grantee may jointly be referred to by “the parties.”

TO HAVE AND TO HOLD the same onto 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.
 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. *Equitable Rights of Enforcement.* 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.

8. *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.
9. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.
10. *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.
11. *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.
12. *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.
13. *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.
14. *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.
15. *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.

16. *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.
17. *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.
18. *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.
19. *Assignability.* The Easement may be assigned by Grantee, its successors or assigns, without the prior written consent of Grantor.

(Signature to follow)

IN WITNESS WHEREOF, this instrument is executed this _____ day of
_____ 20__.

GRANTOR:

GLORIA ANN (PFEIL) KUEMPEL,
also known as Gloria Kuempel, as Trustee
of the Charles William Kuempel Family
Trust

By: _____
Gloria Ann (Pfeil) Kuempel

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, a Notary Public, on this day personally appeared **GLORIA ANN (PFEIL) KUEMPEL, ALSO KNOWN AS GLORIA KUEMPEL, Individually and as Trustee of the Charles William Kuempel Family Trust, as created under the Last Will and Testament of Charles William Kuempel, deceased, as probated under Cause No. C-1-PB-17-002115, Travis County, Texas** known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon her oath stated that she 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 _____ 20__.

Notary Public Signature

(seal)

GRANTEE:

AGREED AND ACCEPTED:

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

By: _____
Sereniah Breland, City Manager

ATTEST:

Trista Evens, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

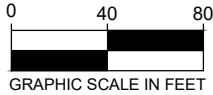
This instrument was acknowledged before me on _____,
20__, by Sereniah Breland, City Manager of the City of Pflugerville, Texas, a Texas
home-rule municipality, on behalf of said municipality.

Notary Public Signature

(seal)

AFTER RECORDING, RETURN TO:

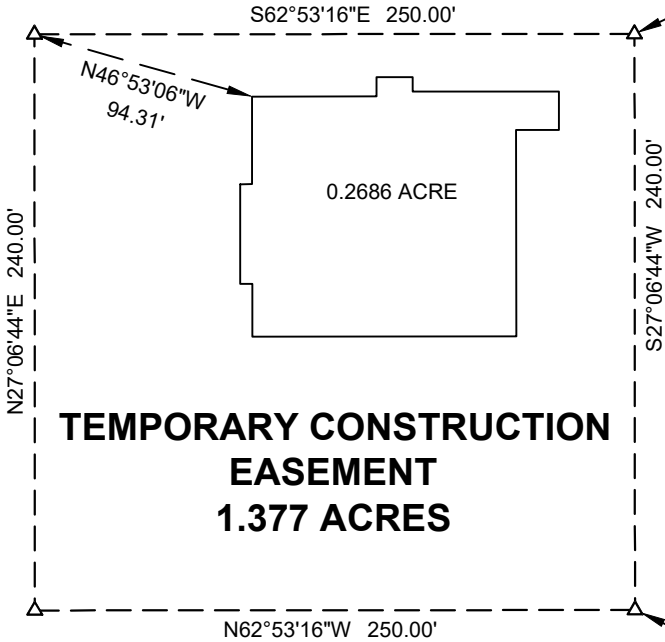
Mrs. Norma Martinez, MBA
Real Estate Manager
City of Pflugerville
15500 Sun Light Near Way
Pflugerville, Texas 78691



CALLED 27.693 ACRES
 RODNEY L. GEBERT AND
 WIFE, DEBBIE GEBERT
 VOL. 10017, PG. 661
 O.P.R.T.C.T.

THOMAS HANCOCK SURVEY,
 ABSTRACT 392

P.O.C.



**TEMPORARY CONSTRUCTION
 EASEMENT
 1.377 ACRES**

CALLLED 176.66 ACRES
 CHARLES W. KUEMPEL AND WIFE,
 GLORIA KUEMPEL
 VOL. 4892, PG. 182
 R.P.R.T.C.T.

CALLLED 77.94 ACRES
 RAYMOND W. HEES,
 KERMIT H. HEES AND
 WIFE, LYDIA H. HEES
 VOL. 7594, PG. 270
 O.P.R.T.C.T.

LOT 11, BLOCK A
 MAGNOLIA RANCH
 ESTATES
 DOC. NO. 200400155
 O.P.R.T.C.T.

CALLLED 110.05 ACRES
 ALFRED WENDLAND
 AND WIFE, ELIZABETH
 R. WENDLAND
 DOC. NO. 2002166983
 O.P.R.T.C.T.

LINE TYPE LEGEND	
	TEMP. CONSTRUCTION ESMT
	PROPERTY LINE

LEGEND	
	= 1/2" IRON ROD FOUND (UNLESS NOTED)
	= CALCULATED POINT
	= NOT TO SCALE
O.P.R.T.C.T. = OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TX	
R.P.R.T.C.T. = REAL PROPERTY RECORDS TRAVIS COUNTY, TX	

**TEMPORARY CONSTRUCTION EASEMENT
 1.377 ACRES**
 BEING A PORTION OF THE
THOMAS HANCOCK SURVEY, ABSTRACT 392
 TRAVIS COUNTY, TEXAS

SURVEYOR'S NOTES:

BASIS OF BEARINGS IS THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203). ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE VALUES. THE SURFACE ADJUSTMENT FACTOR OF 1.00010. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

10814 JOLLYVILLE ROAD, CAMPUS IV
SUITE 200, AUSTIN, TEXAS 78759
TEL. NO. (512) 418-1771
WWW.KIMLEY-HORN.COM

SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
1" = 80'	JKA	MMII	4/2/2024	069228921	1 OF 1