

**EASEMENT PURCHASE AGREEMENT  
REAGAN C. STEPHENS (SELLER)**

This Purchase Agreement (this "Agreement") is made and entered into by and between the **CITY OF PFLUGERVILLE, TEXAS**, a Texas municipal corporation ("Buyer"), and Reagan C. Stephens, an individual ("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 7.85 acre tract recorded by Deed Document No. 2001088318, official public records, Travis County, Texas.

B. Buyer requires acquisition of a portions of this tract for a wastewater easement as part of the Pflugerville Rowe Loop Wastewater project more particularly described in **Exhibit "A"**.

C. Seller is willing to convey and Buyer to purchase the easement for a value of \$5,768.80.

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 an Easement as described in **Exhibit "A"** for the construction, maintenance, repair, and re-construction of a sanitary sewer, and any manholes, vents or other appearances, thereto. 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.* Five thousand seven hundred sixty eight dollars and eighty cents (\$5,768.80) to be paid at closing.

**III.**

*The Property.* A 15 foot wide Easement over, across, under and through a 7.85 acre tract located in Travis County, Texas and as referenced in that certain instrument recorded as Deed Document No. 2001088318, in the official public records of Travis County, Texas, and as more particularly described in **Exhibit "A"**, attached hereto and incorporated by reference for all purposes.

*Easement Instrument.* The Instrument of Conveyance shall be in substantial conformance with the form and substance as **Exhibit “B”**, attached hereto and incorporated by reference for all purposes.

A. *Closing Date.* The parties shall close on this transaction within 10 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:

Seller: Reagan C. Stephens  
12409 Willow Bend  
Austin, Texas 78758

- 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 he is has fee simple absolute title to the Property described in **Exhibit "A"**, that said Property is free of any liens or other encumbrances except as those listed on pages 2 and 3 of **Exhibit B** attached hereto 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:**

Reagan Stephens

**Name:** REAGAN C. STEPHENS

**Date:** 1/5/15

**City of Pflugerville:**

\_\_\_\_\_

**Name:** BRANDON WADE

**Title:** CITY MANAGER

**Date:** \_\_\_\_\_

## **EXHIBIT A**

### **Description of Easement**

## WASTEWATER EASEMENT

### FIELD NOTES

**0.3561 ACRE, 15,513 SQUARE FEET WASTEWATER EASEMENT OUT OF THE JACOB CASNER SURVEY NO. 9, ABSTRACT NO. 2753, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 7.85 ACRE TRACT CONVEYED TO REAGAN CURTIS STEPHENS BY DEED RECORDED IN DOCUMENT NO. 2001088318, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, FOR WHICH A MORE PARTICULAR DESCRIPTION BY METES AND BOUNDS IS AS FOLLOWS:**

**BEGINNING** at a 1/2" iron rod with cap found in the east line of a 7.85 acre tract conveyed to Reagan Curtis Stephens by deed recorded in Document No. 2001088318, Official Public Records, Travis County, Texas, also being in the west line of a Public Utility, Drainage and Open Space Easement, and being the SW corner of Wind Vane West, a fifty foot ROW, as shown on the plat of The Commons at Rowe Lane, Phase B, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 201100082, Official Public Records, and being the NW corner of a 0.714 acre Lot 15, Block EE, from which point, a 1/2" iron rod found with cap at the NE corner of said Lot 15 bears S81°51'28"E at a distance of 39.76 feet;

**THENCE** S8°03'28"W, along the common east line of said Stephens tract and the west line of said Lot 15 for a distance of 406.34 feet to a point, being the calculated S.E. Corner of the Stephens tract, also being the NE corner of a 5.21 acre tract conveyed to Mark A. and Kimberly V. Donnell by deed recorded in Document No. 1999002082, Official Public Records, for the S.E. corner hereof;

**THENCE** N81°25'54"W along the common line of the Stephens tract and the Donnell tract for a distance of 15.00 feet to a point, for the S.W. corner hereof, from which point, a 1/2" iron rod found in the curving East ROW of Rowe Loop, being the SW corner of said Stephens and the NW corner of the Donnell tract bears N81°25'54"W at a distance of 591.19 feet;

**THENCE** the following five(5) courses and distances crossing through said Stephens tract:

- (1) N8°03'28"E for a distance of 406.19 feet to a point, for a corner hereof;
- (2) N7°58'19"E for a distance of 220.75 feet to a point for an interior angle point, for a corner hereof;
- (3) N81°29'24"W for a distance of 351.12 feet to an interior angle point, for a corner hereof;
- (4) S35°38'17"W, for a distance of 28.12 feet to an angle point for a corner hereof;
- (5) N81°54'05"W for a distance of 16.92 feet to a point in the SE line of a 5.05 acre tract conveyed to Lawrence and Beverly Koch by deed recorded in Volume 10121, Page 831, Real Property Records, for the most westerly corner of the herein described tract;

**THENCE** N35°38'17"W for a distance of 45.11 feet to a point in the south line of Steeds Crossing, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Book 88, Page 99, Plat Records, Travis County, Texas, for the NW corner hereof;

MAPSCO 409 MS-41

**THENCE** S81°29'24"E for a distance of 375.15 feet to a point, being the calculated NE corner of said Stephens tract, for the NE corner hereof;

### REFERENCES

TCAD Property No.282332  
MAPSCO 409 MS-41

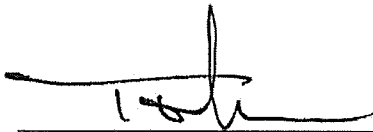
EXHIBIT "A"  
J13705WWE6  
PAGE 2 OF 3

WASTERWATER EASEMENT  
2004 ROWE LOOP  
REAGAN CURTIS STEPHENS

### WASTEWATER EASEMENT

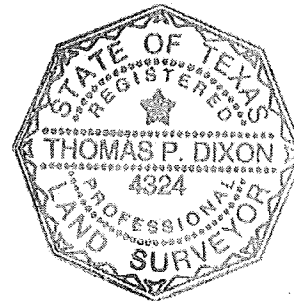
**THENCE** S7°58'19"W along the east line of said Stephens tract for a distance of 235.62 feet to the **POINT OF BEGINNING** containing 0.3561 acre of land, more or less

BEARING BASE: CENTRAL TEXAS ZONE STATE PLANE COORDINATES



Thomas P. Dixon R.P.L.S. 4324  
Waterloo Surveyors, Inc.  
P.O. Box 160176  
Austin, Texas 78716  
Ph: 512-481-9602

1/15/14  
Date



### REFERENCES

TCAD Property No.282332  
MAPSCO 409 MS-41

J13705WWE6  
Page 3 of 3  
QT 11

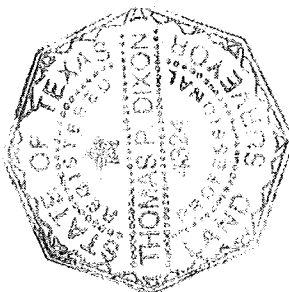
LOT 11

BEING A 0.3561 ACRE, 15,513 SQUARE FEET WASTEWATER LINE EASEMENT  
OUT OF THE JACOB CASNER SURVEY NO. 9, ABSTRACT NO. 2753, IN  
TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 7.85 ACRE TRACT  
CONVEYED TO REAGAN CURTIS STEPHENS BY DEED RECORDED IN  
DOCUMENT NO. 2007088318, OFFICIAL PUBLIC RECORDS, TRAVIS  
COUNTY, TEXAS.

REAGAN CURTIS STEPHENS  
(7.85 AC)  
DOC#2001088318

15,513 Sq.ft.  
0.3561 AC  
15' WASTEWATER  
LINE EASEMENT

FOUND 1 1/2" IRON ROD W/CAP FIRC  
SEWER MANHOLE (S)



Thomas Dixon R.P.L.S. 4323  
Waterloo Surveyors Inc.  
P.O. Box 160176  
Austin, Texas 78746

MARK A. AND KIMBERLY V. DONNELL  
(5.21 AC)  
DOC#1999002082

(591.19') N81°25'54"W  
To Found 1/2" Iron Rod  
@ S.W. corner 7.85 AC

BEARING BASE: CENTRAL TEXAS ZONE  
STATE PLANE COORDINATES

WASTEWATER EASEMENT COURSE & DISTANCE CALLS			
#	BEARING	DISTANCE	
L1	N81°25'54"W	15.00'	
L2	S35°38'17"W	28.12'	
L3	N81°54'05"W	16.92'	
L4	N35°38'17"E	45.11'	
L5	S81°51'28"E	39.76'	
L6	S8°05'00"W	62.36'	
L7	S7°58'29"W	55.04'	

SCALE  
1"=100'

ROWE  
LOOP

ER

POINT OF BEGINNING

WIND  
VANE  
WEST  
50' R.O.W.

9 FIRC

7



082

000

0110

#20

00

D E

and

8

93

AG

# AIN

DR.

3.

AC

Sp

NE

OP

5

✓ +

714

0.

1

Downloaded from ascelibrary.org by University of California, San Diego on 06/01/15. Copyright ASCE, For All Rights Reserved, No part of this document may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage or retrieval system, without permission in writing from ASCE.

THE COMMONS AT ROWE LANE, L.P.  
9.735 AC "SAVE AND EXCEPT TRACT"  
DOC#2005022370

DOC#2005022370

4.361 AC  
OPEN SPACE  
& DRAINAGE  
EASEMENT  
DOC#201100082



## **EXHIBIT B**

### **Easement Instrument**

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.

**WASTEWATER EASEMENT AGREEMENT**

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF TRAVIS     §

**GRANT OF EASEMENT:**

**REAGAN C. STEPHENS** ("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 easement and right-of-way ("Easement") upon and across the property of Grantor which is more particularly described on Exhibit "A", attached hereto and incorporated herein by reference ("Easement Tract").

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below.

Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

**CHARACTER OF EASEMENT:**

The Easement is an easement in gross.

**PURPOSE OF EASEMENT:**

The Easement shall be used for public utility purposes, limited to placement, construction, installation, replacement, repair, maintenance, relocation, removal, and operation of public wastewater utility facilities and related appurtenances, or making connections thereto. A wastewater service connection will be provided at no cost to the Grantor for future connection as illustrated on Exhibit B attached hereto. The Grantor at the time of wastewater connection is required to submit all required City of Pflugerville

applications and pay all required fees included but not limited to application fees, tap fees, meter deposits, and community impact fees.

The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, replacement and expansion of the public wastewater utility facilities and related appurtenances. Upon any future access, improvements, maintenance, repair, replacement of the public wastewater utility facilities and related appurtenances by the City, any damage to existing private fences on property will be repaired or replaced by the City to existing quality conditions.

**DURATION OF EASEMENT:**

The Easement shall be perpetual.

**EXCLUSIVENESS OF EASEMENT:**

The Easement shall be exclusive. Grantor shall have the right to access the utility facilities, provided such access complies with the City of Pflugerville subdivision and/or site plan application process and shall have the right to use the surface of the Property for any purpose which does not conflict with the subsurface use, including but not limited to landscaping, fencing, parking, driveways, signage and roadways but not buildings.

**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 be assigned in whole or in part by Grantee to an entity which requires authority to provide wastewater service to the area.

**SUBJECT TO:**

Any and all restrictions, easements, rights-of-way, covenants and conditions, if any, relating to the hereinabove described property as the same are filed for record in the County Clerk's Office of Travis County, Texas, and further subject to all rights, rules, regulations, easements and rights-of-way in favor of any water district in which the property is located, including but not limited to the following:

- (1) any easements or rights of way either on the surface or above or below ground for whatever purpose and set back lines as set forth on the subdivision plat of the property and any such easements or rights of way appearing of record in the public records of Travis County, Texas.
- (2) all easements visible or apparent upon the ground.
- (3) any restrictive covenants or conditions of record.

- (4) All easements or rights of way and all statutory rights, rules and regulations in favor of any irrigation district, water or drainage district within which the property is situated or any property that any of said entities may claim to own in fee.
- (5) all leases for oil, gas or other minerals together with all rights, privileges and immunities relating thereto, appearing in the public records.
- (6) Easements recorded in Volume 5652, Page 1561, Deed Records, Travis County, Texas; recorded in Volume 551, Page 111, Deed Records, Travis County, Texas, recorded in Volume 692, Page 329, Deed Records, Travis County, Texas, recorded in Volume 1339, Page 546, Deed Records, Travis County, Texas, recorded in Volume 4822, Page 1689, Deed Records, Travis County, Texas, recorded in Volume 5827, Page 1975, Deed Records, Travis County, Texas, recorded in Volume 6260, Page 759, Deed Records, Travis County, Texas.

**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.

Signature page to follow:

In witness whereof, this instrument is executed this 5 day of January, 2015.

**GRANTOR:**

**REAGAN C. STEPHENS**

Reagan Stephens

**AGREED AND ACCEPTED:**

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

By: \_\_\_\_\_  
Brandon Wade, City Manager

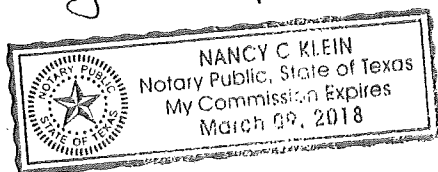
ATTEST:

\_\_\_\_\_  
Karen Thompson, City Secretary

THE STATE OF TEXAS     §  
  §  
COUNTY OF Travis     §

This instrument was acknowledged before me on January 5, 2015, by Reagan C. Stephens, an individual residing in Travis County, Texas.

(seal)



Nancy C. Klein  
Notary Public Signature

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF \_\_\_\_\_ §

      This instrument was acknowledged before me on \_\_\_\_\_,  
2015, by Brandon Wade, City Manager of the City of Pflugerville, Texas, a Texas home-  
rule municipality, on behalf of said municipality.

(seal)

\_\_\_\_\_  
Notary Public Signature