

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:

KS Capital LTD ("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, including placement, construction, installation, replacement, repair, maintenance, relocation, removal, and operation of public wastewater utility facilities and related appurtenances, or making connections thereto.

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.

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, parking, driveways, signage and roadways but not buildings.

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 be assigned in whole or in part by Grantee.

Signature page to follow:

In witness whereof, this instrument is executed this 30th day of December, 2014.

GRANTOR:

KS Capital LTD

By: _____

Jean Pelissier
President of KS Capital G.P.

AGREED AND ACCEPTED:

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

By: _____
Brandon Wade, City Manager

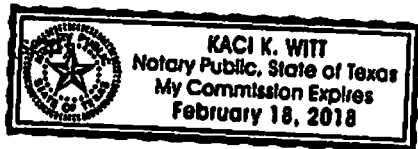
ATTEST:

Karen Thompson, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF Travis §

This instrument was acknowledged before me on December 30, 2014, by Jean Pelissier, an individual residing in Travis County, Texas.

Kaci K. Witt
Notary Public Signature



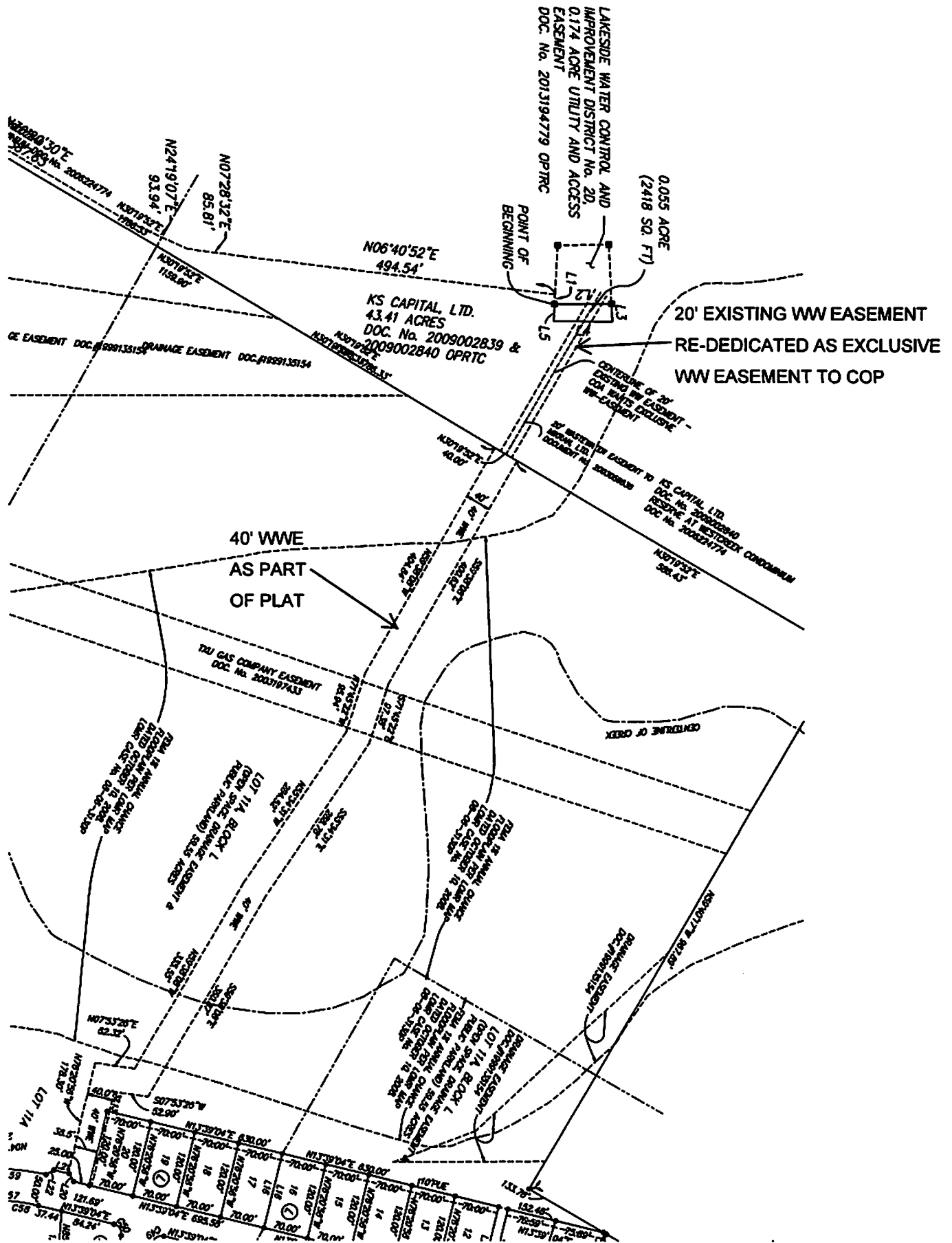
THE STATE OF TEXAS §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me on _____,
2014, by Brandon Wade, City Manager of the City of Pflugerville, Texas, a Texas home-
rule municipality, on behalf of said municipality.

Notary Public Signature

(seal)

Exhibit A



**EXHIBIT A1
CENTERLINE DESCRIPTION
20 FOOT WIDE
SANITARY SEWER EASEMENT**

BEING A TWENTY (20) FOOT WIDE SANITARY SEWER EASEMENT, 10 FEET ON EITHER SIDE OF THE HEREIN DESCRIBED CENTERLINE, OUT OF THAT CERTAIN 172.33 ACRE TRACT OF LAND CONVEYED TO EAGLE POINT COMMUNITY LTD BY DEED RECORDED IN DOCUMENT NUMBER 20011206 OFFICAL RECORDS OF TRAVIS COUNTY TEXAS, AND DESCRIBED AS FOLLOWS,


BEGINNING FOR REFERENCE at a rebar found in the east line of said 172.33 acre Tract, same being the west most northwest corner of that certain 148.30 acre tract of land conveyed to MIKLAN LTD by deed of record in Document Number 1999115801, Official Records Travis County, Texas, from which a common ell corner of said 172.33 acres and said 148.30 acres bears S 59°41'07"E, a distance of 967.89 feet,

Thence with the common line of said 172.33 and 148.30 acre tracts S 30°21'57"W, a distance of 606.20 feet to the **PLACE OF BEGINNING**;

Thence crossing said 172.33 acre tract N 59°38'08"W, a distance of 290.71 feet to the **POINT OF TERMINATION** hereof

NOTE: See plat prepared to accompany this metes and bounds description

**PREPARED BY
RALPH HARRIS SURVEYOR, INC
1408 HETHER, AUSTIN TEXAS 78704
512-444-1781**


**JOSE ANTONIO TREVINO
R P L S 5552
June 12, 2002**



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