

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.

**WATER LINE EASEMENT AGREEMENT**

THE STATE OF TEXAS     §  
  §  
COUNTY OF TRAVIS     §

**GRANT OF EASEMENT:**

\_\_\_\_\_ (“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”), 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 easements 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 all title exceptions of record, to the extent the same are valid and subsisting against the Easement Tract, and the matters set forth herein.

**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 a water line, public 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 water line and related public utility facilities.

**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 Construction Easement and the rights of Grantee hereunder may be assigned by Grantee so long as the assignee utilizes the Easement and Construction Easement as contemplated herein.

Signature page to follow:



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.

(seal)

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Notary Public Signature