

**EASEMENT PURCHASE AGREEMENT
7C CAMERON LLC (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 **7C CAMERON LLC** (“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 a 31.114 ACRE TRACT HAVING BEEN CONVEYED TO 7C CAMERON LLC BY INSTRUMENT OF RECORD IN DOCUMENT NUMBER 2022010959 OF THE OFFICIAL PUBLIC RECORD OF TRAVIS COUNTY, TEXAS.

B. Buyer requires acquisition of portions of this tract for a Utility Easement and a Temporary Construction Easement (**Exhibit “A-1”**) for the Wilbarger Creek Wastewater Interceptor Project hereafter collectively referred to as the “Easement.”

C. Seller is willing to convey and Buyer to purchase the utility easement and the temporary construction easement for the settlement value of **\$174,793.00**.

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 Utility Easement and a Temporary Construction Easement as described in **Exhibit “A-1”** for public drainage purposes, including placement, construction, installation, replacement, repair, maintenance, relocation, removal, and operation of a pipeline and related drainage facilities, and related appurtenances, or making connections for that certain City of Pflugerville Wilbarger Creek Wastewater Interceptor 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. **One Hundred Seventy-Four Thousand Seven Hundred Ninety-Three and No/Dollars (\$174,793.00)** to be paid at closing.

III.

The Property. A Utility Easement and a Temporary Construction Easement over and across, under and through a 31.114-acre tract having been conveyed to 7C CAMERON LLC by instrument of record in Document Number 2022010959 of the

Wilbarger Creek Wastewater Interceptor Project
Parcel 5 – 7C Cameron LLC

Official Public Records of Travis County, Texas as more particularly described in **Exhibit “A”**, 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 Utility Easement and Temporary Construction Easement (**Exhibit “A-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 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: Sereniah Breland, City Manager
100 East Main Street
Pflugerville, Texas 78660

Seller: 7C Cameron LLC
1001 West Loop South, Suite 729
Houston, TX 77027

- 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-1”** 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.

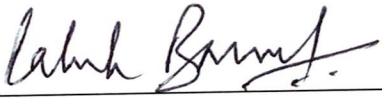
Wilbarger Creek Wastewater Interceptor Project
Parcel 5 – 7C Cameron LLC

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.

EXECUTED this the 25 day of August, 2023.

SELLER:

7C CAMERON LLC

By: 

Name: Rakesh Bansal

Title: Manager

PURCHASER:

CITY OF PFLUGERVILLE,
a Texas home rule municipality

By: _____
Sereniah Breland, City Manager

ATTEST:

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.

UTILITY EASEMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

GRANT OF EASEMENT:

7C CAMELION LLC, 1001 West Loop South, Suite 729, Houston, TX 77027 (“Grantor”), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration set forth hereto and in a separate Easement Purchase Agreement between the parties, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto **THE CITY OF PFLUGERVILLE, TEXAS**, a Texas home-rule city 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; and Grantor, subject to the Exceptions, to Warranty, 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.

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) “Holder” shall mean Grantee and Grantee's heirs, successors and assigns who at any time own any interest in the conveyance is subject to the terms of this agreement.
 - (b) “Permitted Improvements” shall mean landscaping or planting of vegetation, driveways and sidewalks; but shall not mean the construction of a building or structure unless such installation or construction is approved in writing by the City Manager or the City Manager’s designee.

- (c) "Utility" shall mean water, wastewater, reclaimed water, and any necessary facilities or appurtenances needed to support the operation of these utility services, so long as it is owned or installed by Grantee or its successors or assigns.
2. *Character of Easement.* The Easement granted herein is exclusive and "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 is irrevocable, except in the case of default by Holder. The Easement is for the benefit of Holder.
 3. *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 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 utility facilities and related appurtenances.
 4. *Term.* Easement shall be in perpetuity unless relinquished or abandoned by ordinance or resolution by Grantee.
 5. *Reservation of Rights (Surface use only).* Save and except Grantor's retain right to surface use, Holder's right to use the Easement Property is exclusive and Grantor shall not convey to others any right to use all or part of the Easement Property. 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 Holder as long as such use by Grantor and Grantor's heirs, successors, and assigns neither interferes with the use of the Easement Property by Holder for the Easement Purpose. Specifically, Grantor shall not construct any building, structure or obstruction on the Easement Property. Any improvement made by Grantor (Permitted Improvement) must comply with applicable ordinances, development codes and engineering guidelines of the City of Pflugerville. The consideration paid by Grantee for this agreement includes only the market value of the Easement. The initial consideration does not cover any damages, which may accrue to Grantor's other lands, including the Permanent Easement from time to time by reason of the operation, maintenance, repair, alteration and/or servicing of the Public infrastructure or any other damages incurred from time to time as hereinafter more specifically set forth, nor does the consideration cover damages to Grantor's remaining property outside the Easement caused by the initial construction for which Grantee has herein obligated itself to repair or remedy. Grantee will pay Grantor for actual damages, if any, including but not limited to growing crop, livestock, roads, or any other improvements on Grantor's property incurred as a direct result of the construction, operation, maintenance, repair, alternation and/or servicing of the Public infrastructure, if such damages are accompanied by reasonable evidence in support of same. Grantee shall pay Grantor for any and all other such reasonable damages promptly as they may accrue. Grantee hereby

acknowledges that Grantor intends to and reserves the right to develop its property for a residential subdivision and commercial uses, including roads, utilities, and improvements (“Grantor’s Intended Use”). Grantor may use the Easement for any and all purposes not inconsistent with the purposes set forth in this agreement. Grantee acknowledges that Grantor’s Intended Use is generally compatible with the purposes set forth in this agreement. Grantor, Grantor’s heirs, successors and assigns shall have the right, after review and approval by Grantee, to construct, reconstruct or maintain streets, roads, drives, road ditches, drainage ditches.

6. *Improvement and Maintenance of Easement Property.* Subject to the provisions of Section 7, immediately below, improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property as necessary to utilize the same for the purpose of this Easement.. Holder has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder’s sole discretion, subject to performance of Holder’s obligations under this agreement. Holder has the right to remove or relocate any fences or other encroachments within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities.
7. *Maintenance of Surface Easement Property/Permitted Improvements.* Notwithstanding any contrary provision, Grantor shall retain the obligation to maintain the surface of the Easement Property, including the obligation to regularly mow or cut back vegetation and to keep the surface of the Easement Property free of litter, debris, or trash.
8. *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.
9. *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.
10. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

11. *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.
12. *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.
13. *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.
14. *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.
15. *Integration.* This agreement contains the complete agreement of the parties and cannot be varied except by a 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.
16. *Exceptions to Warranty.* This grant is subject to any and all encumbrances and easements of record, to the extent the same are valid and enforceable.
17. *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 effect 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.
18. *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.

19. *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.
20. *Entire Agreement.* This instrument and the Easement Purchase Agreement dated [DATE], which is incorporated by reference herein as if set forth in its entirety, contain 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.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 2023.

GRANTOR:

7C CAMERON LLC

By: _____

THE STATE OF TEXAS §
 §
 COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2023, by _____ of 7C CAMERON LLC, on behalf of said limited liability company.

 Notary Public Signature

(seal)

GRANTEE:

AGREED AND ACCEPTED:

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

By: _____
Sereniah Breland, City Manager

ATTEST:

Karen Thompson, City Secretary

THE STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on _____, 2023, by _____, 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



MACIAS & ASSOCIATES, L.P.
LAND SURVEYORS – FIRM REG. NO. 101141-00

EXHIBIT A

7C CAMERON LLC
TO
CITY OF PFLUGERVILLE
UTILITY EASEMENT
PARCEL 5

LEGAL DESCRIPTION

30' WIDE CITY OF PFLUGERVILLE UTILITY EASEMENT

DESCRIPTION A 0.78 ACRE (34,321 SQUARE FEET) TRACT OF LAND IN THE WILLIAM CALDWELL LEAGUE SURVEY NO. 66 ABSTRACT 162 IN THE CITY OF PFLUGERVILLE, TRAVIS COUNTY, TEXAS, BEING OUT OF A CALLED 31.114 ACRE TRACT HAVING BEEN CONVEYED TO 7C CAMERON LLC BY INSTRUMENT OF RECORD IN DOCUMENT NUMBER 2022010959 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS, SAID 0.78 ACRE TRACT (34,321 SQUARE FEET) OF LAND AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

POINT OF COMMENCEMENT at a 3/4" iron bolt found at the northwesterly corner of said 31.114 acre tract, being the northeast corner of a called 41.351 acre tract of land having been conveyed to 7C Cameron LLC by instrument of record in Document Number 2022010959 of the Official Public Records of Travis County, Texas, and being on the southerly property line of a called 34.289 acre tract having been conveyed to 7C Cameron LLC by instrument of record in Document Number 2022057977 in the Official Public Records of Travis County, Texas. THENCE, with the southerly property line of said 34.289 acre tract same being the northerly property line of said 31.114 acre tract, S 63°12'49" E, a distance of 149.10 feet, to a calculated angle point being the **POINT OF BEGINNING** and the northwest corner of the herein described 30' wide City of Pflugerville Utility easement;

THENCE, S 63°12'49" E, 36.39 feet, along the northerly property line of said 31.114 acre tract and the southerly property line of said 34.289 acre tract, to a calculated angle point. Also, being the northeast corner of the herein described 30' wide City of Pflugerville Utility Easement;

THENCE, S 07°41'29" E, 352.99 feet departing the northerly property line of said 31.114 acre tract and the southerly property line of said 34.289 acre tract, through the interior of said 31.114 acre tract, to a calculated angle point of the herein described 30' wide City of Pflugerville Utility Easement;

THENCE, S 11°04'55" E, 791.69 feet to a calculated angle point on the southerly property line of said 31.114 acre tract and being on the northerly property line of a called 93.165 acre tract having been conveyed Pflugerville Cameron Properties LLC by instrument of record in Document Number 2021235934 of the Official Public Record of Travis County, Texas. Also, being the southeast corner of the herein described 30' wide City of Pflugerville Utility Easement;

THENCE, N 62°50'34" W, 38.20 feet, along the southerly property line of said 31.114 acre tract and the northerly property line of said 93.165 acre tract, to calculated angle point being the southwest corner of the herein described 30' wide City of Pflugerville Utility Easement;

THENCE, N 11°04'55" W, 768.94 feet departing the southerly property line of said 31.114 acre tract and the northerly property line of said 93.165 acre tract, through the interior of said 31.114 acre tract, to a calculated angle point of the herein described 30' wide City of Pflugerville Utility Easement;

THENCE, N 07°41'29" W, 374.48 feet, to the **POINT OF BEGINNING** containing 0.78 acres (34,321 square feet) of land.

BEARING BASIS

THE BEARINGS SHOWN HEREON ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE 4203), NORTH AMERICAN DATUM 1983 (NAD83).

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Carmelo L. Macias, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this 25th day of July, 2023, A.D.

Revision 1: 07/11/22

Revision 2: 07/25/23



Macias & Associates, L.P.
10017 Wild Dunes Drive
Austin, Texas 78747
512-442-7875

Carmelo L. Macias
Carmelo L. Macias
Registered Professional Land Surveyor
No. 4333 – State of Texas

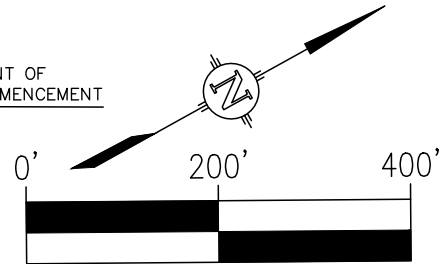
REFERENCES

AUSTIN GRID NO. T-34
TCAD PARCEL ID NO. 263858
VESTING DEED Doc. No. 2022010959

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

7C CAMERON LLC
 TCAD# 263859
 DOC NO. 2022010959 O.P.R.T.C.Tx.
 (41.351 AC.)

POINT OF COMMENCEMENT



GRAPHIC SCALE
 1" = 200'

LEGEND	
	IRON BOLT FOUND
	IRON ROD FOUND
	CALCULATED POINT
	RECORD INFORMATION

Line Table		
LINE	DIRECTION	LENGTH
L1	S63° 12' 49"E	36.39'
L2	S07° 41' 28"E	352.99'
L3	S11° 04' 55"E	791.69'
L4	N62° 50' 34"W	38.20'
L5	N11° 04' 55"W	768.94'
L6	N07° 41' 28"W	374.48'
L7	S63° 12' 49"E	54.59'
L8	N62° 49' 44"W	57.30'
L9	N11° 04' 55"W	734.79'
L10	N07° 41' 29"W	140.52'
L11	N82° 18' 31"E	20.00'
L12	N07° 41' 29"W	178.15'
L13	S82° 18' 31"W	20.00'
L14	N07° 41' 29"W	88.05'
L15	S63° 12' 49"E	30.33'
L16	S07° 41' 28"E	335.09'
L17	S11° 04' 55"E	810.65'
L18	N62° 50' 34"W	31.83'

BEARING BASIS:
 THE COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE, NAD83 (COORS)).

NOTE:
 THE EASEMENTS SHOWN ON THIS SURVEY ARE THOSE LISTED IN SCHEDULE B OF THE TITLE COMMITMENT ISSUED BY TITLE RESOURCES GUARANTY COMPANY FILE # No. 2107065-KFO AND EFFECTIVE DATE OF MAY 20, 2022.

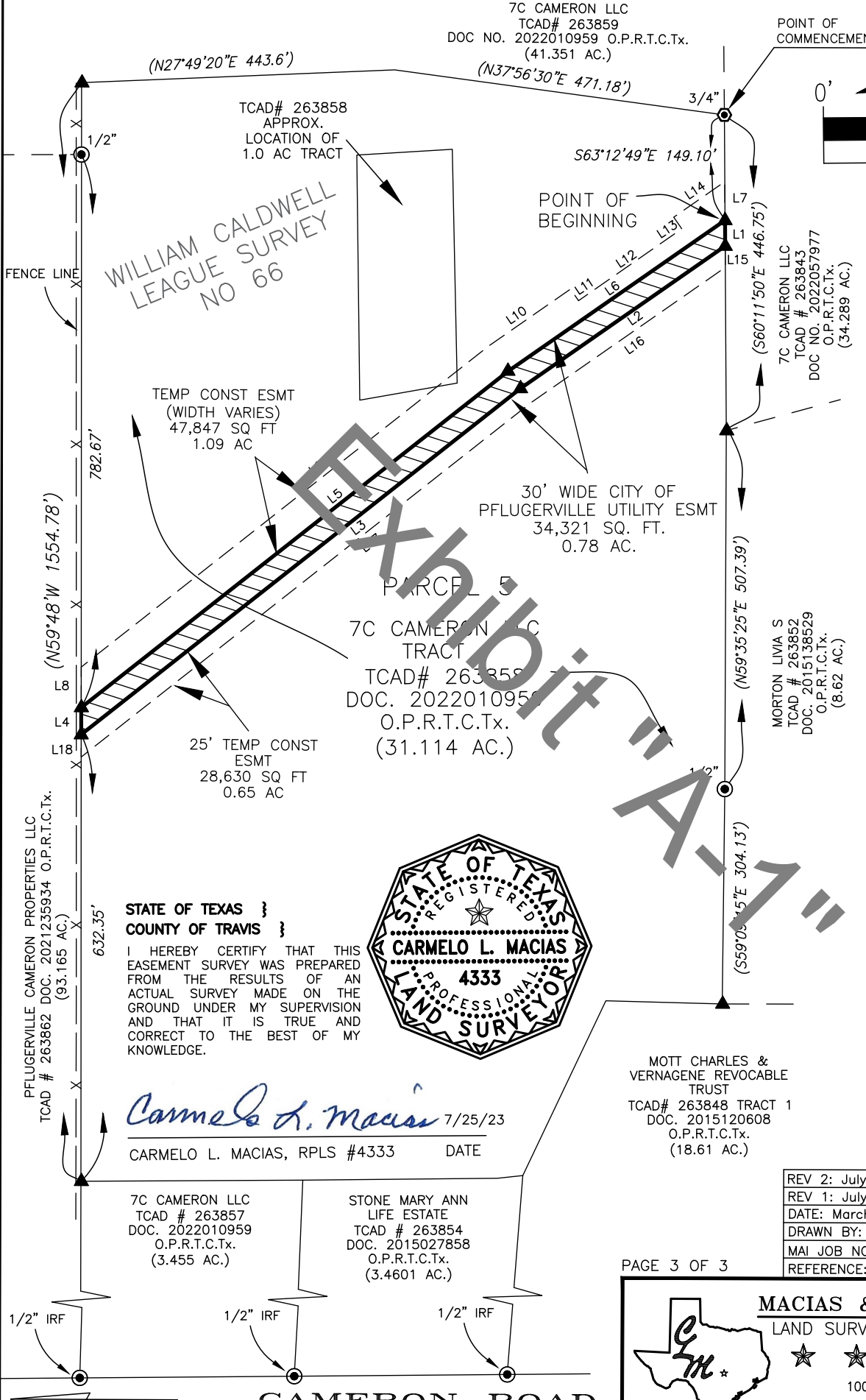
REV 2: July 25, 2023 REV. ALIGNMENT
REV 1: July 11, 2022 REV. ALIGNMENT
DATE: March 7, 2022
DRAWN BY: Gino Macias, SIT
MAI JOB NO.: 620-01-21(P5)
REFERENCE: FB. 711, PG. 6

PAGE 3 OF 3

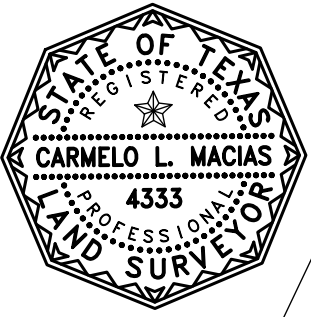
MACIAS & ASSOCIATES, L.P.
 LAND SURVEYORS FIRM#101141-00

★ ★ ★ ★ ★ ★

10017 WILD DUNES DRIVE
 AUSTIN, TEXAS 78747 PH. (512)442-7875
 FAX (512)442-7876 EMAIL: carmelo.macias@macsurv.com



STATE OF TEXAS }
 COUNTY OF TRAVIS }
 I HEREBY CERTIFY THAT THIS EASEMENT SURVEY WAS PREPARED FROM THE RESULTS OF AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



Carmelo L. Macias 7/25/23
 CARMELO L. MACIAS, RPLS #4333 DATE

7C CAMERON LLC
 TCAD # 263857
 DOC. 2022010959
 O.P.R.T.C.Tx.
 (3.455 AC.)

STONE MARY ANN LIFE ESTATE
 TCAD # 263854
 DOC. 2015027858
 O.P.R.T.C.Tx.
 (3.4601 AC.)

MOTT CHARLES & VERNAGENE REVOCABLE TRUST
 TCAD# 263848 TRACT 1
 DOC. 2015120608
 O.P.R.T.C.Tx.
 (18.61 AC.)

1/2" IRF
 1/2" IRF
 1/2" IRF
 CAMERON ROAD
 TO FUCHS GROVE ROAD

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TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

GRANT OF EASEMENT:

7C CAMERON LLC ("Grantor"), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, set forth herein and in a separate Easement Purchase Agreement between the parties, 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 temporary access and construction easement ("TCE" or "Easement") across a variable width area upon and across the property of Grantor, which is more particularly depicted on Exhibit "A", attached hereto and incorporated herein by reference ("Easement Property"), together with right 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 unto 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) "Holder" shall mean Grantee and Grantee's heirs, successors and assigns who at any time own any interest in the conveyance is subject to the terms of this agreement.

- (b) "Permitted Improvements" shall mean landscaping or planting of vegetation, driveways and sidewalks; but shall not mean the construction of a building or structure unless such installation or construction is approved in writing by the City Manager or the City Manager's designee.
 - (c) "Public infrastructure" shall mean water, reclaimed water and/or wastewater pipelines and associated appurtenances to be constructed by the Holder or its agents, contractors and assigns.
2. *Character of Easement.* The Easement granted herein is exclusive and "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, except in the case of default by Grantee, 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 Holder 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 Holder for the Easement Purpose. The consideration paid by Grantee for this agreement includes only the market value of the Easement. The initial consideration does not cover any damages, which may accrue to Grantor's other lands, including the Permanent Easement from time to time by reason of the operation, maintenance, repair, alteration and/or servicing of the Public infrastructure or any other damages incurred from time to time as hereinafter more specifically set forth, nor does the consideration cover damages to Grantor's remaining property outside the Easement caused by the initial construction for which Grantee has herein obligated itself to repair or remedy. Grantee will pay Grantor for actual damages, if any, including but not limited to growing crop, livestock, roads, or any other improvements on Grantor's property incurred as a direct result of the construction, operation, maintenance, repair, alternation and/or servicing of the Public infrastructure, if such damages are accompanied by reasonable evidence in

support of same. Grantee shall pay Grantor for any and all other such reasonable damages promptly as they may accrue. Grantee hereby acknowledges that Grantor intends to and reserves the right to develop its property for a residential subdivision and commercial uses, including roads, and improvements (“Grantor’s Intended Use”). Grantor may use the Easement for any and all purposes not inconsistent with the purposes set forth in this agreement. Grantee acknowledges that Grantor’s Intended Use is generally compatible with the purposes set forth in this agreement. Grantor, Grantor’s heirs, successors and assigns shall have the right, after review and approval by Grantee, to construct, reconstruct or maintain streets, roads, drives, road ditches, drainage ditches.

6. *Use and Maintenance of Easement Property.* Holder 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 and the Easement Purchase Agreement dated [DATE], which is incorporated by reference herein as if set forth in

GRANTEE:

AGREED AND ACCEPTED:

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

By: _____
Sereniah Breland, City Manager

ATTEST:

_____, City Secretary

THE STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on _____,
2023, 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)

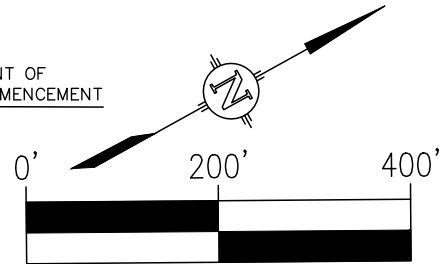
AFTER RECORDING, RETURN TO:

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

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

7C CAMERON LLC
 TCAD# 263859
 DOC NO. 2022010959 O.P.R.T.C.Tx.
 (41.351 AC.)

POINT OF COMMENCEMENT



GRAPHIC SCALE
 1" = 200'

LEGEND

- IRON BOLT FOUND
- IRON ROD FOUND
- CALCULATED POINT
- RECORD INFORMATION

Line Table

LINE	DIRECTION	LENGTH
L1	S63° 12' 49"E	36.39'
L2	S07° 41' 28"E	352.99'
L3	S11° 04' 55"E	791.69'
L4	N62° 50' 34"W	38.20'
L5	N11° 04' 55"W	768.94'
L6	N07° 41' 28"W	374.48'
L7	S63° 12' 49"E	54.59'
L8	N62° 49' 44"W	57.30'
L9	N11° 04' 55"W	734.79'
L10	N07° 41' 29"W	140.52'
L11	N82° 18' 31"E	20.00'
L12	N07° 41' 29"W	178.15'
L13	S82° 18' 31"W	20.00'
L14	N07° 41' 29"W	88.05'
L15	S63° 12' 49"E	30.33'
L16	S07° 41' 28"E	335.09'
L17	S11° 04' 55"E	810.65'
L18	N62° 50' 34"W	31.83'

BEARING BASIS:
 THE COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE, NAD83 (COORS)).

NOTE:
 THE EASEMENTS SHOWN ON THIS SURVEY ARE THOSE LISTED IN SCHEDULE B OF THE TITLE COMMITMENT ISSUED BY TITLE RESOURCES GUARANTY COMPANY FILE # No. 2107065-KFO AND EFFECTIVE DATE OF MAY 20, 2022.

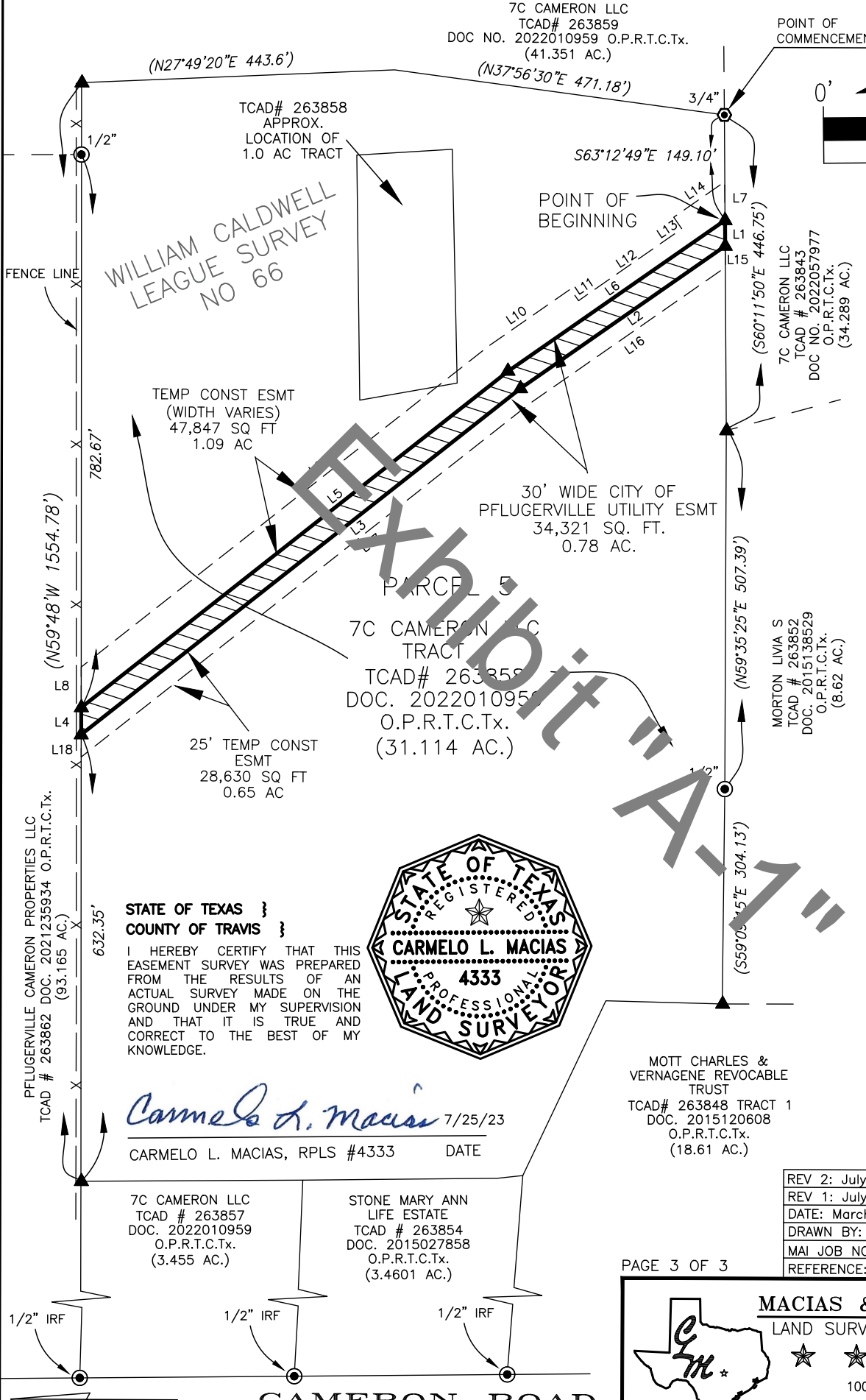
REV 2: July 25, 2023 REV. ALIGNMENT
REV 1: July 11, 2022 REV. ALIGNMENT
DATE: March 7, 2022
DRAWN BY: Gino Macias, SIT
MAI JOB NO.: 620-01-21(P5)
REFERENCE: FB. 711, PG. 6

PAGE 3 OF 3

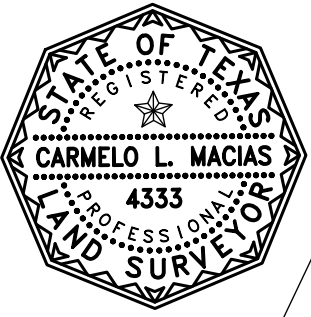
MACIAS & ASSOCIATES, L.P.
 LAND SURVEYORS FIRM#101141-00

★ ★ ★ ★ ★ ★

10017 WILD DUNES DRIVE
 AUSTIN, TEXAS 78747 PH. (512)442-7875
 FAX (512)442-7876 EMAIL: carmelo.macias@macsurv.com



STATE OF TEXAS }
 COUNTY OF TRAVIS }
 I HEREBY CERTIFY THAT THIS EASEMENT SURVEY WAS PREPARED FROM THE RESULTS OF AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



Carmelo L. Macias 7/25/23
 CARMELO L. MACIAS, RPLS #4333 DATE

7C CAMERON LLC
 TCAD # 263857
 DOC. 2022010959
 O.P.R.T.C.Tx.
 (3.455 AC.)

STONE MARY ANN LIFE ESTATE
 TCAD # 263854
 DOC. 2015027858
 O.P.R.T.C.Tx.
 (3.4601 AC.)

MOTT CHARLES & VERNAGENE REVOCABLE TRUST
 TCAD# 263848 TRACT 1
 DOC. 2015120608
 O.P.R.T.C.Tx.
 (18.61 AC.)

1/2" IRF
 1/2" IRF
 1/2" IRF
 CAMERON ROAD
 TO FUCHS GROVE ROAD