

**EASEMENT PURCHASE AGREEMENT**  
**Allen Wayne Vorwerk and the Heir at Law of Gladys Vorwerk, Deceased,**  
**(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 **ALLEN WAYNE VORWERK AND THE HEIR AT LAW OF GLADYS VORWERK, DECEASED**, ("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 80.16 Acre tract recorded in Volume 13123, Page 929, Real Property Records of Travis County, Texas.

B. Buyer requires acquisition of portions of this tract for a wastewater easement **Exhibit "A"** and a temporary workspace easement **Exhibit "B"** for the Sorento Wastewater Interceptor CIP project.

C. Seller is willing to convey and Buyer to purchase the wastewater easement and the temporary workspace easement for the negotiated settlement value of **\$18,333.18**.

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 wastewater easement for the purpose of providing access for the operation, repair, maintenance, placement, replacement, relocation, removal, operation, expansion, connections, of the public wastewater utility facilities and related appurtenances which are constructed and installed therein as described in **Exhibit "A"**; and a temporary workspace easement for any and all purposes incident to effectuating the Project, including but not limited to construction staging, equipment storage, temporary spoil storage, and access as described in **Exhibit "B"**. 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.* Eighteen Thousand Three Hundred Thirty-Three and 18/100 Dollars (**\$18,333.18**) to be paid at closing.

**III.**

*The Property.* A variable width wastewater easement and a variable width temporary workspace easement over, across, under and through an 80.16 Acre tract recorded in Volume 13123, Page 929, Real Property Records of Travis County, Texas as more particularly described in **Exhibit "A"** and **Exhibit "B"**, 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 Wastewater Easement Agreement **Exhibit "C"**, 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: Brandon Wade, City Manager  
100 East Main Street  
Pflugerville, Texas 78660

Seller: Allen Wayne Vorwerk  
6902 Jesse Bohls Drive  
Pflugerville, Texas 78660-8918

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

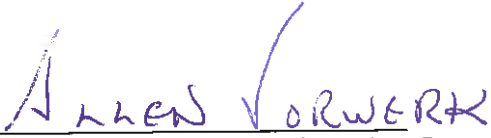
between the Parties concerning the subject matter hereof.

- 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"** and **Exhibit "B"**, and 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.
- 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.

This Purchase Agreement may be executed in multiple original counterparts and each of such counterparts, shall, for all purposes, be deemed to be an original, and, as such, be binding upon each person or party executing any counterpart, and the combined executed signature pages of the counterparts, when attached to one original counterpart, shall constitute the fully executed Purchase Agreement.

*Signatures on following page*

**SELLER:**

  
Allen Wayne Vorwerk and the Heir at Law  
Of Gladys Vorwerk, Deceased

**PURCHASER:**

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

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

**ATTEST:**

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

df/md/ns

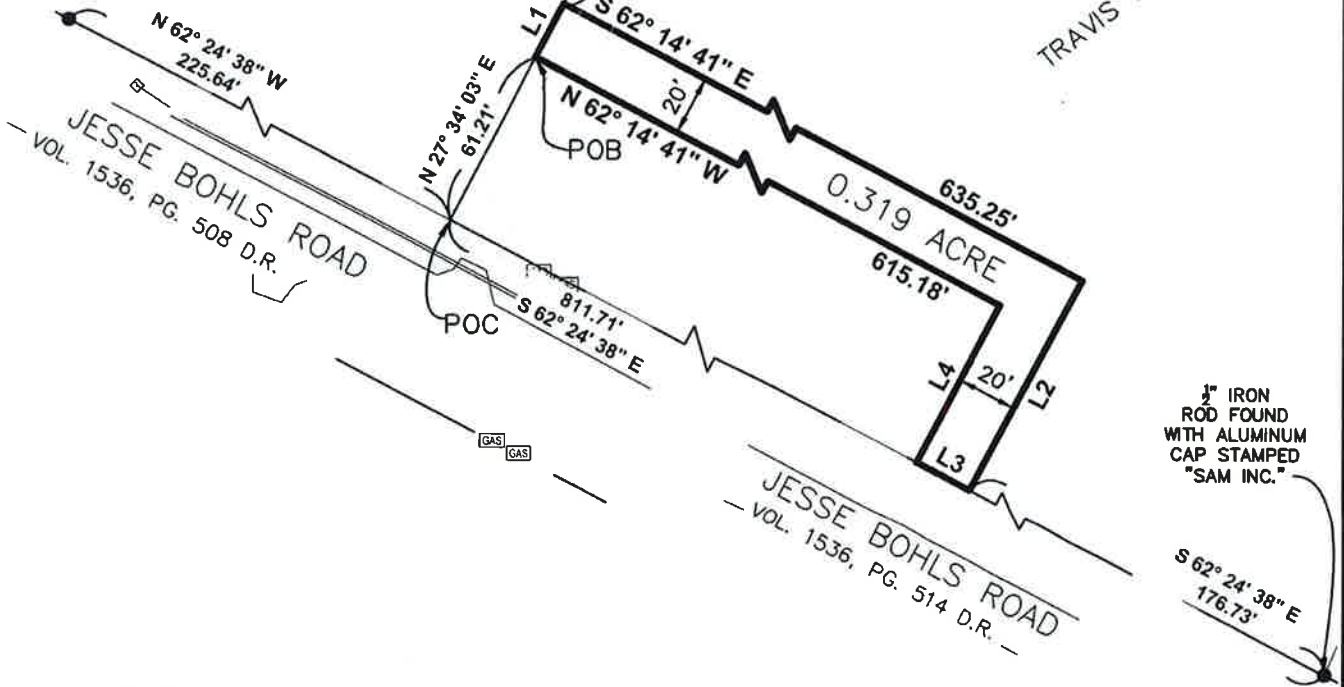
# Exhibit "A"



237.56 ACRES  
TRACT 2  
SORENTO HOLDINGS  
2012 LLC  
DOCUMENT #  
2012164042 O.P.R.

80.16 ACRES  
ALLEN WAYNE VORWERK  
VOL. 13123, PG. 929  
R.P.R.  
DESCRIBED IN  
VOL. 291, PG. 60 D.R.

J.B. BRAY SURVEY NO.  
10  
A - 73  
TRAVIS COUNTY, TEXAS



SCALE  
( IN FEET )  
1 inch = 60 ft.

*M.A.S.*  
24 Apr 2015

DATE 03-30-2015  
REV. DATE: 04-07-2015  
REV. DATE: 04-24-2015  
TBPLS FIRM REG 10046701

PROJECT: SORENTO WWL  
JOB NUMBER: 1312-058-01  
DATE: 2015-04-24  
SURVEYOR: M.A. ESCOBAR  
PARTY CHIEF: N/A



**CobbFendley**

505 East Huntland Drive, Suite 485  
Austin, Texas 78754-5136  
512.834.9798 | fax 512.834.9553

Easement Exhibit " A "  
Wastewater Easement  
Description  
PAGE 1 OF 2

Dwg Info: C:\Survey\PROJECTS\2013\1312-056-01 Pflugerville-Sorento\_WL\CAD\C3D\DWG\1312-056-01-Sorento-Perm Esmt-Vorwerk(rev4-24-2015).dwg - Tab: PG. 2 - Plotted: 4/24/2015 2:53 PM By: CAREY JOHNSON

Line Table		
Line #	Direction	Length
L1	N 27°34'03" E	20.00'
L2	S 27°45'19" W	79.48'
L3	N 62°24'38" W	20.00'
L4	N 27°45'19" E	59.53'

## LEGEND

- O.P.R. - OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- D.R. - DEED RECORDS OF TRAVIS COUNTY, TEXAS
- R.P.R. - REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS
- POC - POINT OF COMMENCEMENT
- POB - POINT OF BEGINNING
- - 1" IRON ROD FOUND EXCEPT AS NOTED

## ADDITIONAL MATTERS

1. POWERLINE EASEMENT, VOL. 564, PG. 602 D.R.
2. GAS EASEMENT, VOL. 2932, PG. 512 D.R.
3. WATERLINE EASEMENT, VOL. 5080, PG. 841 D.R.
4. WATERLINE EASEMENT, VOL. 5080, PG. 843 D.R.
5. WATERLINE EASEMENT, VOL. 8640, PG. 226 R.P.R.
6. CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE, DOC. NO. 2008063161 O.P.R.

I CERTIFY THAT THIS DESCRIPTION WAS PREPARED FROM A SURVEY MADE ON THE GROUND ON MARCH 19, 2015, UNDER MY SUPERVISION.

COBB, FENDLEY & ASSOCIATES, INC.

*Miguel A. Escobar*  
24 APR 2015

MIGUEL A. ESCOBAR, LSLS, RPLS  
TEXAS REG NO. 5630

DATE 03-30-2015  
REV. DATE: 04-07-2015  
REV. DATE: 04-24-2015



REFERENCE IS HEREIN MADE TO THE METES AND BOUNDS DESCRIPTION OF THIS TRACT ACCOMPANYING THIS SKETCH.

THE SUBJECT TRACT DESCRIBED HEREIN IS AN EASEMENT, THEREFORE, NO MONUMENTS WERE SET FOR CORNERS.

BEARING REFERENCE: TEXAS  
COORDINATE SYSTEM OF 1983,  
CENTRAL ZONE (NAD\_83 (2011)). ALL  
DISTANCES WERE ADJUSTED TO THE  
SURFACE USING A SURFACE  
ADJUSTMENT FACTOR OF 1.00010.  
(SURFACE = GRID X SURFACE  
ADJUSTMENT FACTOR)

TBPLS FIRM REG 10046701

PROJECT: SORENTO WWL  
JOB NUMBER: 1312-056-01  
DATE: 2015-04-24  
SURVEYOR: M.A. ESCOBAR  
PARTY CHIEF: N/A

**CobbFendley**

505 East Huntland Drive, Suite 485  
Austin, Texas 78754-5136  
512.834.9798 | fax 512.834.9553

Easement Exhibit " A "  
Wastewater Easement  
Description

PAGE 2 OF 2

Exhibit " A "  
Page 1 of 2  
March 30, 2015  
Revised: April 7, 2015  
Revised: April 24, 2015

0.319 Ac. Wastewater Easement  
J. B. Bray Survey No. 10  
Abstract - 73  
Travis County, Texas

## DESCRIPTION

DESCRIPTION OF A 0.319 ACRE TRACT OF LAND SITUATED IN THE J. B. BRAY SURVEY NO. 10, ABSTRACT 73, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 80.16 ACRE TRACT IN AN AFFIDAVIT OF HEIRSHIP CONVEYED TO ALLEN WAYNE VORWERK OF RECORD IN VOLUME 13123, PAGE 929, OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, SAID 80.16 ACRE TRACT BEING DESCRIBED IN VOLUME 291, PAGE 60, DEED RECORDS OF TRAVIS COUNTY, TEXAS, SAID 0.319 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a point on the north right-of-way line of Jesse Bohls Road, described in Volume 1536, Page 508, and in Volume 1536, Page 514, said Deed Records, said point being on the common boundary line between said 80.16 acre tract and a certain 237.56 acre tract described as Tract 2 conveyed to Sorento Holdings 2012 LLC of records in Document No. 2012164042, of the Official Public Records of Travis County, Texas, from which point a 1/2 inch iron rod found on said north right-of-way line bears North 62°24'38" West, a distance of 225.64 feet and from said point a 1/2 inch iron rod found with an aluminum cap stamped "SAM INC" on the north right-of-way line of Jesse Bohls Road, described in Volume 1536, Page 514, said Deed Records, bears South 62°24'38" East, a distance of 811.71 feet;

**THENCE**, North 27°34'03" East, with the common boundary line between said 80.16 acre tract and said Tract 2, a distance of 61.21 feet to the **POINT OF BEGINNING** of the herein described tract;

**THENCE**, North 27°34'03" East, continuing with said common boundary line, a distance of 20.00 feet to a point on said common boundary line, from which point a 1/2 inch iron rod found with cap stamped "CS LTD" bears North 27°34'03" East, a distance of 164.62 feet;

**THENCE**, over and across said 80.16 acre tract, the following two (2) courses and distances:

1. South 62°14'41" East, a distance of 635.25 feet to a point;
2. South 27°45'19" West, a distance of 79.48 feet to a point on said north right-of-way line, from said point the aforementioned 1/2 inch iron rod found with an aluminum cap stamped "SAM INC" bears South 62°24'38" East, a distance of 176.73 feet;

**THENCE**, North 62°24'38" West, with said north right-of-way line, a distance of 20.00 feet to a point;

**THENCE**, over and across said 80.16 acre tract, the following two (2) courses and distances:

1. North 27°45'19" East, a distance of 59.53 feet to a point;

*M46  
24 Apr 2015*

Exhibit " A"  
Page 2 of 2  
March 30, 2015  
Revised April 7, 2015  
Revised: April 24, 2015

0.319 Ac. Wastewater Easement  
J.B. Bray Survey No. 10  
Abstract - 73  
Travis County, Texas

2. North 62°14'41" West, a distance of 615.18 feet to the **POINT OF BEGINNING** and containing 0.319 acres of land within these metes and bounds.

Reference is herein made to the sketch of this tract accompanying this metes and bounds description.

The subject tract described herein is an easement, therefore no monuments were set for corners.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD\_83 (2011)). All distances were adjusted to the surface using a Surface Adjustment Factor of 1.00010. (Surface = Grid X Surface Adjustment Factor)

I certify that this description was prepared from a survey made on the ground on March 19, 2015, under my supervision.

COBB, FENDLEY & ASSOCIATES, INC

  
24 April 2015

Miguel A. Escobar, LSLS, RPLS  
Texas Registration No. 5630  
Date: 03-30-2015  
Rev. Date: 04-07-2015  
Rev. Date: 04-24-2015



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Vorwerk.docx



# Exhibit "B"

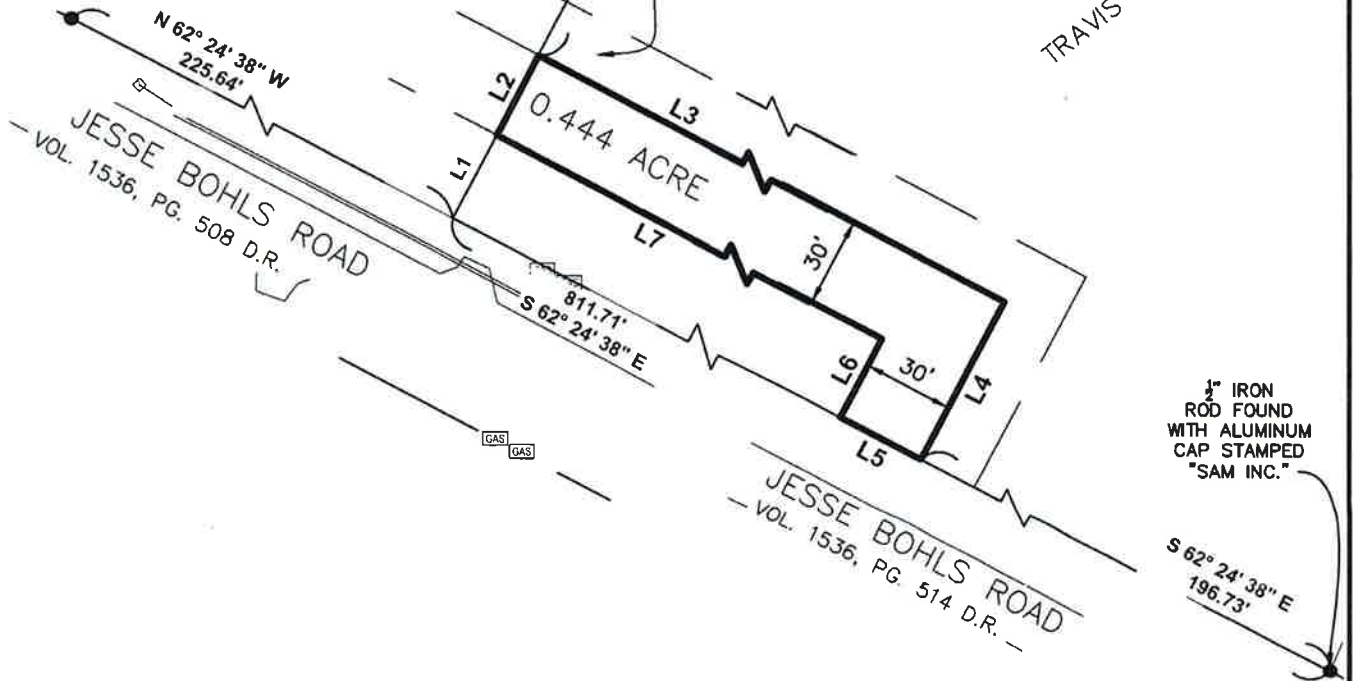


237.56 ACRES  
TRACT 2  
SORENTO HOLDINGS  
2012 LLC  
DOCUMENT #  
2012164042 O.P.R.

80.16 ACRES  
ALLEN WAYNE VORWERK  
VOL. 13123, PG. 929  
R.P.R.  
DESCRIBED IN  
VOL. 291, PG. 60 D.R.

PROPOSED  
20-FOOT  
WIDE  
PERMANENT  
WASTEWATER  
EASEMENT

J.B. BRAY SURVEY NO.  
A - 10  
TRAVIS COUNTY, TEXAS



SCALE  
( IN FEET )  
1 inch = 60 ft.

*MAR 24 APR 2015*

DATE 03-30-2015  
REV. DATE: 04-07-2015  
REV. DATE: 04-24-2015

TBPLS FIRM REG 10046701

PROJECT: SORENTO WWL  
JOB NUMBER: 1312-056-01  
DATE: 2015-04-24  
SURVEYOR: M.A. ESCOBAR  
PARTY CHIEF: N/A

**CobbFendley**

505 East Huntland Drive, Suite 485  
Austin, Texas 78754-5136  
512.834.9798 | fax 512.834.9553

Easement Exhibit " B "  
Temporary Wastewater  
Easement

PAGE 1 OF 2

Dwg Info: C:\Survey\PROJECTS\2013\1312-056-01 Pflugerville-Sorento-WL\CAD\C3D\DWG\1312-056-01-Sorento-Temp Esmt-Vorwerk Rev 02.dwg - Tab: PG. 2 - Plotted: 4/24/2015 3:14 PM By: CAREY JOHNSON

Line Table		
Line #	Direction	Length
L1	N 27°34'03" E	31.21'
L2	N 27°34'03" E	30.00'
L3	S 62°14'41" E	615.18'
L4	S 27°45'19" W	59.43'
L5	N 62°24'38" W	30.00'
L6	N 27°45'19" E	29.51'
L7	N 62°14'41" W	585.08'

## LEGEND

- O.P.R. - OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS  
D.R. - DEED RECORDS OF TRAVIS COUNTY, TEXAS  
R.P.R. - REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS  
POC - POINT OF COMMENCEMENT  
POB - POINT OF BEGINNING  
● - 1/2" IRON ROD FOUND EXCEPT AS NOTED

## ADDITIONAL MATTERS

1. POWERLINE EASEMENT, VOL. 564, PG. 602 D.R.
2. GAS EASEMENT, VOL. 2932, PG. 512 D.R.
3. WATERLINE EASEMENT, VOL. 5080, PG. 841 D.R.
4. WATERLINE EASEMENT, VOL. 5080, PG. 843 D.R.
5. WATERLINE EASEMENT, VOL. 8640, PG. 226 R.P.R.
6. CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE, DOC. NO. 2008063161 O.P.R.

I CERTIFY THAT THIS DESCRIPTION  
WAS PREPARED FROM A SURVEY  
MADE ON THE GROUND ON MARCH  
19, 2015, UNDER MY SUPERVISION.

COBB, FENDLEY & ASSOCIATES, INC.

*Miguel A. Escobar*  
24 Apr 2015

MIGUEL A. ESCOBAR, LSLS, RPLS  
TEXAS REG NO. 5630

DATE 03-30-2015  
REV. DATE: 04-07-2015  
REV. DATE: 04-24-2015



THE SUBJECT TRACT DESCRIBED  
HEREIN IS AN EASEMENT, THEREFORE,  
NO MONUMENTS WERE SET FOR  
CORNERS.

BEARING REFERENCE: TEXAS  
COORDINATE SYSTEM OF 1983,  
CENTRAL ZONE (NAD\_83 (2011)). ALL  
DISTANCES WERE ADJUSTED TO THE  
SURFACE USING A SURFACE  
ADJUSTMENT FACTOR OF 1.00010.  
(SURFACE = GRID X SURFACE  
ADJUSTMENT FACTOR)

TBPLS FIRM REG 10046701

PROJECT: SORENTO WWL  
JOB NUMBER: 1312-056-01  
DATE: 2015-04-24  
SURVEYOR: M.A. ESCOBAR  
PARTY CHIEF: N/A

 **CobbFendley**  
505 East Huntland Drive, Suite 485  
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512.834.9798 | fax 512.834.9553

Easement Exhibit " B "  
Temporary Wastewater  
Easement  
PAGE 2 OF 2

## Exhibit "C"

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.

### **WASTEWATER EASEMENT AGREEMENT**

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF TRAVIS     §

#### **GRANT OF EASEMENT:**

**ALLEN WAYNE VORWERK AND THE HEIR AT LAW OF GLADYS VORWERK, DECEASED** ("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"), a permanent easement and right-of-way ("Permanent Easement") upon and across the property of Grantor which is more particularly described on **Exhibit "A"**, and a temporary workspace easement ("Temporary Easement") more particularly described on **Exhibit "B"**, 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 Permanent 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 Permanent Easement is an easement in gross.

#### **PURPOSE OF EASEMENT:**

The Permanent 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 Permanent 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.

In addition to the rights in the Permanent Easement, Grantor also hereby grants unto Grantee a Temporary Easement as depicted on Exhibit "B" for any and all purposes incident to effectuating the Project, including but not limited to construction staging, equipment storage, temporary spoil storage, and access. The duration of said Temporary Easement shall not exceed twenty four (24) months, commencing upon execution of this document and terminating upon the earlier of Grantee's completion of construction of utility lines within the Permanent Easement or December 31, 2017, whichever date first occurs. Grantee shall perform its work during October 1, 2016 through February 28, 2017 and again from October 1, 2017 through December 31, 2017 should this not occur, Grantee shall remit to Grantor an additional \$400.00. However, at no time shall access for farm machinery and equipment be denied or blocked to the Grantor across the easement.

Further, Grantee shall be responsible for repair or replacement of any improvements impacted by its use of the Temporary Easement or during the initial use of the Permanent Easement for placement of the public wastewater utility facilities and related appurtenances including but not limited to fencing and the water service line crossing the easement.

**DURATION OF PERMANENT EASEMENT:**

The Permanent Easement shall be perpetual.

**EXCLUSIVENESS OF EASEMENT:**

The Permanent Easement shall be exclusive. Grantor, and Grantor's heirs or assigns 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 Permanent Easement and the rights of Grantee hereunder may be assigned in whole or in part by Grantee.

In witness whereof, this instrument is executed this \_\_\_\_ day of \_\_\_\_\_, 2016.

**GRANTOR:**

**ALLEN WAYNE VORWERK AND  
THE HEIR AT LAW OF GLADYS  
VORWERK, DECEASED**

\_\_\_\_\_  
**Allen Wayne Vorwerk**

**AGREED AND ACCEPTED:**

**City of Pflugerville Texas,**  
a Texas home-rule municipality

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

ATTEST:

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

*Acknowledgements on the following page*

---

Acknowledgements

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

      This instrument was acknowledged before me on \_\_\_\_\_,  
2016, by Allen Wayne Vorwerk for the purposes stated therein.

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

(seal)

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF TRAVIS     §

      This instrument was acknowledged before me on \_\_\_\_\_,  
2016, 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)

df/md