

SIDEWALK EASEMENT AGREEMENT

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This Sidewalk Easement Agreement ("Agreement") is made by and between **GATTIS 130 PARTNERS, L.P.**, a Texas limited partnership (collectively, "Owners") and the **CITY OF PFLUGERVILLE, TEXAS**, a Texas home-rule municipality ("City"), and is as follows:

RECITALS

A. Owners are the owners of certain real property located in Travis County, Texas, which is more particularly described on Exhibit "A", attached hereto and incorporated herein by reference (the "Easement Tract");

B. Owners have agreed to grant City a non-exclusive easement and right-of-way upon, over, through and across the Easement Tract ("Easement"), subject to the terms, conditions and other matters set forth in this Agreement.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged and confessed, Owner hereby GRANTS, SELLS and CONVEYS, to City an access easement on, over, through and across the Easement Tract, subject to the reservations, terms and conditions of this Agreement and subject to any and all encumbrances and easements of record, to the extent the same are valid and enforceable. The Easement shall be subject to the following terms and provisions:

1. **Character of Easement.** The Easement is an easement in gross.
2. **Duration of Easement.** The Easement is perpetual.
3. **Exclusiveness of Easement.** The Easement is non-exclusive and City's use shall be in common with Owners and their successors and assigns. Owners hereby reserve, for themselves and their successors and assigns, the right to enter upon and use the surface of the Easement Tract, subsurface of the Easement Tract and the air space over the Easement Tract for the purposes of installing, constructing, repairing, maintaining, operating, replacing, upgrading and using (i) landscaping, irrigation sleeves and other irrigation facilities; (ii) any other improvements that are permitted under the City of Pflugerville Code of Ordinances to encroach into any setbacks or private easements; and (iii) for any other purposes that do not unreasonably interfere with the rights granted to City hereunder. Notwithstanding anything contained herein to the contrary, Owners shall not use the Easement Tract in any other manner or grant any easement on or across the Easement Tract that interferes in any material way, or is inconsistent with, the easements, rights, and privileges granted hereunder or the terms and conditions hereof.
4. **Purpose of Easement.** The Easement shall be used only for the purpose of pedestrian ingress and egress over and across the Easement Tract by Grantee and Grantee's licensees, employees, agents, invitees, members, and the general public.

5. **Repairs and Restoration.** In the event that City's operations and/or other activities on the Easement Tract result in any damage to or destruction of any improvements constructed or installed on the Easement Tract by Owners (or their successors and assigns), then City agrees to repair or replace, as necessary, at City's expense, any such improvements so damaged or destroyed. In the event that Owners' construction, repairs, operations and/or other activities on the Easement Tract result in any damage to or destruction of any improvements constructed or installed on the Easement Tract by City (or its successors and assigns), then Owners agree to repair or replace, as necessary, at Owners' expense, any such improvements so damaged or destroyed.

6. **Entire Agreement.** This Agreement contains the entire agreement between the parties relating to the rights granted. Any oral representations or modifications concerning this Agreement shall be of no force and effect except in a subsequent modification in writing, signed by the party to be charged.

7. **Assignment.** The Easement may be assigned by City, its successors or assigns, without the prior written consent of Owner as long as the proposed successor or assign is a governmental entity that expressly assumes City's obligations under this Agreement.

8. **Attorney's Fees.** In the event of any controversy, claim, or dispute relating to this Agreement or the breach, the prevailing party shall be entitled to recover from the non-prevailing party reasonable expenses, attorney's fees, and costs.

9. **Binding Effect.** This Agreement, and the terms, covenants, and conditions shall be covenants running with the Easement Tract and shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of each of the parties.

10. **No Waiver.** Except for a written waiver signed by the party to be charged, any action or inaction by any party with respect to any provision of this Agreement, including, but not limited to, a party's failure to enforce any provision of this Agreement, shall not constitute a waiver of that provision or any other provision of this Agreement. Any waiver by any party of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement.

11. **Headings.** Any section headings in this Agreement are for reference only and shall not modify or affect the interpretation of this Agreement in any manner whatsoever.

[Signature Page to Follow]

IN WITNESS WHEREOF, this Agreement is executed this 19th day of December, 2014 (the "Effective Date").

OWNERS:

Address:

100 E. Anderson Lane, Suite 200
Austin, TX 78752

GATTIS 130 PARTNERS, L.P., a Texas
limited partnership

By: GATTIS 130 GP, L.L.C., a Texas
limited liability company, its general partner

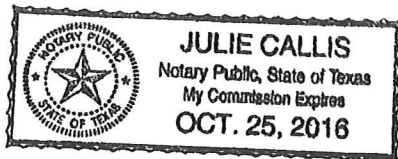
By: 

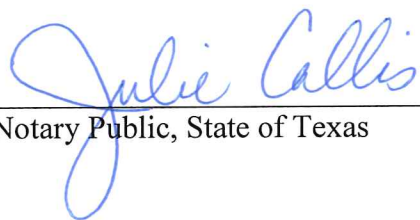
Steve Durhman, Manager

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 19th day of December, 2014, by Steve Durhman, Manager of GATTIS 130 GP, L.L.C., a Texas limited liability company, the general partner of GATTIS 130 PARTNERS, L.P., a Texas limited partnership, on behalf of said limited partnership.




Notary Public, State of Texas

Address:
City of Pflugerville
Attn: City Manager
P.O. Box 589
Pflugerville, Texas 78691

CITY:

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

By: _____
Brandon Wade, City Manager

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20__, 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

After Recording Return To:

City of Pflugerville
Attn: Karen Thompson, City Secretary
P.O. Box 589
Pflugerville, Texas 78691

EXHIBIT "A"

DESCRIPTION OF A TRACT OF LAND CONTAINING 0.1566 ACRES (6,820 SQ. FT.) SITUATED IN TRAVIS COUNTY, TEXAS, BEING PORTIONS OF LOTS 3, 4, 5, AND 6, BLOCK A, GATTIS CROSSING, A SUBDIVISION IN TRAVIS AND WILLIAMSON COUNTIES, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED AS DOCUMENT NO. 200800079 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND RECORDED IN CABINET EE, SLIDES 228-229, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.1566 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a TxDOT Type II monument found at the most westerly corner of said Lot 5, said point being on a 7,339.44 foot radius curve concave southeasterly for the easterly right-of-way line of SH 130, and being the northwest corner of the tract conveyed to HW Partners LLC per deed recorded as Document No. 2007232501 of the Official Public Records of Travis County, Texas for the southwesterly corner and **POINT OF BEGINNING** hereof;

THENCE, along the common line of the westerly line of said Lot 5 and the easterly right-of-way line of SH 130 and the arc of said 7,339.44 foot radius curve a distance of 294.88 feet through a central angle of 02°18'07", and chord bearing N19°32'34"E and distance of 294.86 feet to a ½-inch iron rod with "Doucet" cap found at the westerly common corner of said Lot 5 and of said Lot 4;

THENCE, along the common line of the westerly line of said Lot 4 and the easterly right-of-way line of SH 130 and the arc of said 7,339.44 foot radius curve a distance of 273.31 feet through a central angle of 02°08'01", and chord bearing N21°45'38"E and distance of 273.29 feet to a ½-inch iron rod with "Doucet" cap found at the westerly common corner of said Lot 4 and of said Lot 6;

THENCE, along the common boundary of said Lot 4 and of said Lot 6, the following two (2) courses and distances:

1. S70°08'47"E, a distance of 31.62 feet to a found ½-inch iron rod with "Doucet" cap;
2. N20°32'46"E, a distance of 15.00 feet to a found ½-inch iron rod with "Doucet" cap;

THENCE, over and across said Lot 6, N20°32'46"E, a distance of 45.52 feet to a calculated point on the common line of said Lot 6 and of said Lot 3;

THENCE, along the common line of said Lot 6 and of said Lot 3, N69°27'40"W, a distance of 28.95 feet to a ½-inch iron rod with "Doucet" cap found at the westerly common corner of said Lot 6 and of said Lot 3, said point being on said 7,339.44 foot radius curve on the easterly right-of-way line of SH 130;

THENCE, along the common line of the westerly line of said Lot 3 and the easterly right-of-way line of SH 130 and the arc of said 7,339.44 foot radius curve a distance of 214.76 feet through a central angle of 01°40'36", and chord bearing N24°08'18"E and distance of 214.75 feet to a ½-inch iron rod with "Doucet" cap found at the westerly common corner of said Lot 3 and of Lot 2 of said Block "A";

THENCE, along the common line of the southerly line of said Lot 2 and the northerly line of said Lot 3, S79°59'48"E, a distance of 6.73 feet to a calculated point at the beginning of a 7338.11 foot radius curve concave southeasterly;

THENCE, over and across said Lot 3 the following three (3) courses and distances:

1. Along the arc of said 7,338.11 foot radius curve a distance of 210.05 feet through a central angle of 01°38'24", and chord bearing S24°10'15"W and distance of 210.04 feet to a calculated point;
2. S69°27'40"E, a distance of 47.75 feet to a calculated point;
3. S20°32'20"W, a distance of 5.94 feet to a calculated point on the common line of said Lot 3 and of said Lot 6;

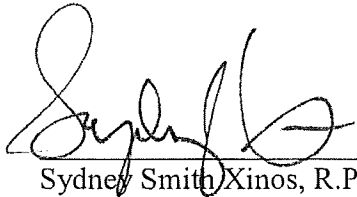
THENCE, over and across said Lot 6, S20°32'20"W, a distance of 45.59 feet to a calculated point on the northerly common line of said Lot 6 and of said Lot 4;

THENCE, along the common line of said Lot 6 and of said Lot 4, N69°25'55"W, a distance of 19.60 feet to a calculated point;

THENCE, over and across said Lot 4 and then Lot 5, the following three (3) courses and distances:

1. S20°34'05"W, a distance of 20.93 feet to a calculated point;
 2. N70°08'47"W, a distance of 31.35 feet to a calculated point at the beginning of a 7,369.56 foot radius curve concave southeasterly;
 3. Along the arc of said 7,369.56 foot radius curve a distance of 560.61 feet through a central angle of 04°21'31", and chord bearing S20°35'42"W and distance of 560.48 feet to a calculated point on the northerly common line of said Lot 5 and of said HW Partners LLC tract;
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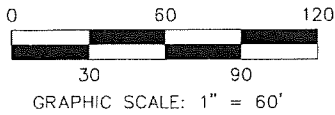
THENCE, along the common line of said Lot 5, and of said HW Partners LLC tract, N79°57'21"W, a distance of 6.57 feet to the **POINT OF BEGINNING**, and containing 0.1566 acres of land, more or less

 12/5/14

Sydney Smith Xinos, R.P.L.S. Date

Texas Registration No. 5361
Doucet & Associates Inc.,
7401 B Hwy. 71 West, Suite 160
Austin, Texas 78735
Firm Registration No. 10105800





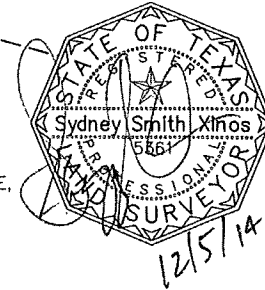
MATCHLINE SEE SHEET 2

SH 130 (R.O.W. VARIES)
EAST R.O.W. LINE

LOT 4, BLOCK "A"
CABINET EE, SLIDES 228 & 229
DOC #200800079
R.P.R.T.C.T.

0.1566 ACRES
6,820 SQUARE FEET

60' WIDE
JOINT ACCESS EASEMENT CABINET EE,
SLIDES 228-229
DOC. #2005122048
R.P.R.T.C.T.



10' WIDE PUBLIC
UTILITY EASEMENT CABINET EE,
SLIDES 228-229
DOC #200800079
R.P.R.T.C.T.

LOT 5, BLOCK "A"
CABINET EE, SLIDES 228 & 229
DOC #200800079
R.P.R.T.C.T.

HW PARTNERS LLC
DOC. NO. 2007232501, O.P.R.T.C.T.
ADDRESS: 515 CONGRESS AVENUE,
SUITE 1790, AUSTIN, TEXAS 78701

P.O.B.

LT2

LEGEND

	EASEMENT LINE
	EXISTING PROPERTY LINES
	EXISTING EASEMENT LINES
	EXISTING R.O.W. LINES
	5/8" IRON ROD WITH "DOUCET" CAP FOUND (UNLESS OTHERWISE NOTED)
	CALCULATED POINT
	TXDOT TYPE II MONUMENT FOUND
P.O.B.	POINT OF BEGINNING
DOC. #	DOCUMENT NUMBER
VOL.	VOLUME
PG.	PAGE
R.O.W.	RIGHT-OF-WAY
R.P.R.T.C.T.	REAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS

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SIDEWALK EASEMENT TRAVIS COUNTY, TEXAS

**DA DOUCET
& ASSOCIATES**

Civil Engineering - Planning - Surveying/Mapping
7401 B. Highway 71 W, Suite 160
Austin, Texas 78735, Phone: (512)-583-2600
www.doucetandassociates.com
Survey Firm Registration Number: 10105800

Date: 12/02/2014

Scale: 1"=60'

Drawn by: ESH

Reviewer: SSX

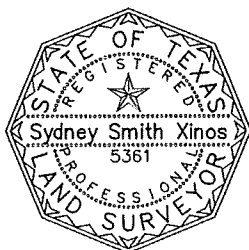
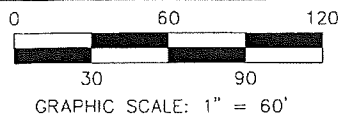
Project: 455-008

Sheet: 1 of 3

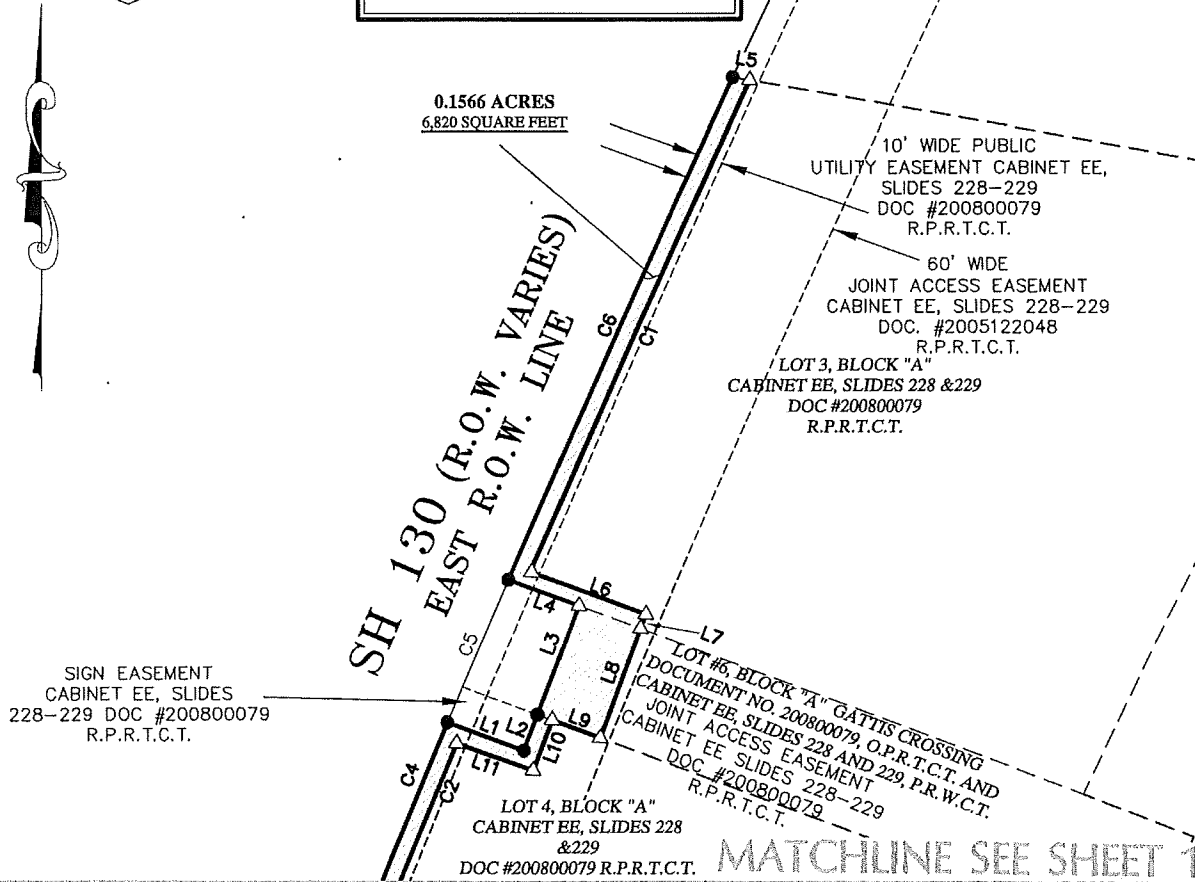
Field Book: 399

Party Chief: MORA

Survey Date: 07/21/2014



LEGEND	
	EASEMENT LINE
	EXISTING PROPERTY LINES
	EXISTING EASEMENT LINES
	EXISTING R.O.W. LINES
	5/8" IRON ROD WITH "DOUCET" CAP FOUND (UNLESS OTHERWISE NOTED)
	CALCULATED POINT
	TXDOT TYPE II MONUMENT FOUND
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Sheet:	2 of 3
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Survey Date:	07/21/2014

SURVEY CONTROL:

TEXAS COORDINATE SYSTEM 1983

(CENTRAL ZONE-4203)

NAD 83. (CORS) U.S. SURVEY FEET

GEIOD MODEL 603U03

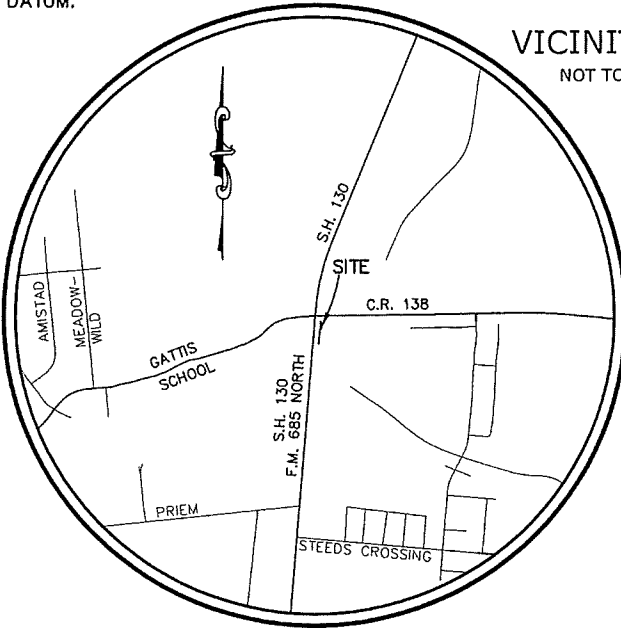
COMBINED SCALE FACTOR 0.999919671995

PROJECT CONTROL POINTS WERE ESTABLISHED USING
THE LEICA DATA SYSTEM COOP NETWORK.**VERTICAL DATUM:**THE VERTICAL DATUM FOR DOUCET AND ASSOC.
CONTROL POINT #1 WAS ESTABLISHED USING WESTERN
DATA SYSTEM COOP NETWORK. NAVD'88 VERTICAL
DATUM.**LINE TABLE**

NO.	BEARING	LENGTH
L1	S70°08'47"E	31.62'
L2	N20°32'46"E	15.00'
L3	N20°32'46"E	45.52'
L4	N69°27'40"W	28.95'
L5	S79°59'48"E	6.73'
L6	S69°27'40"E	47.75'
L7	S20°32'20"W	5.94'
L8	S20°32'20"W	45.59'
L9	N69°25'55"W	19.60'
L10	S20°34'05"W	20.93'
L11	N70°08'47"W	31.35'
L12	N79°57'21"W	6.57'

VICINITY MAP

NOT TO SCALE

**CURVE TABLE**

NO.	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	210.05'	7338.11'	1°38'24"	S24°10'15"W	210.04'
C2	560.61'	7369.56'	04°21'31"	S20°35'42"W	560.48'
C3	294.88'	7339.44'	2°18'07"	N19°32'34"E	294.86'
C4	273.31'	7339.44'	2°08'01"	N21°45'38"E	273.29'
C5	60.56'	7339.44'	0°28'22"	N23°03'50"E	60.56'
C6	214.76'	7339.44'	1°40'36"	N24°08'18"E	214.75'

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**SIDEWALK EASEMENT
TRAVIS COUNTY, TEXAS**

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Drawn by: ESH

Reviewer: SSX

Project: 455-008

Sheet: 3 of 3

Field Book: 399

Party Chief: JM

Survey Date: 07/21/2014