

SIDEWALK EASEMENT AGREEMENT

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This Sidewalk Easement Agreement ("Agreement") is made by and between **STEVE DURHMAN, TRUSTEE** (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.

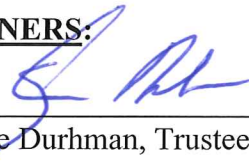
10. **No Waiver.** Except for a written waiver signed by the party to be charged, any action or inaction by any party with respect to any provision of this Agreement, including, but not limited to, a party's failure to enforce any provision of this Agreement, shall not constitute a waiver of that provision 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 _____ day of _____, 20__ (the "Effective Date").

OWNERS:



Steve Durhman, Trustee

Address:

100 E. Anderson Lane, Suite 200

Austin, TX 78752

CITY:

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

Address:

City of Pflugerville

Attn: City Manager

P.O. Box 589

Pflugerville, Texas 78691

By: _____

Brandon Wade, City Manager

THE STATE OF TEXAS

§

COUNTY OF

Travis

§

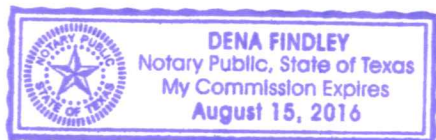
§

This instrument was acknowledged before me on November 12, 2014 by
Steve Durhman, Trustee.



Notary Public Signature

(seal)



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 0.0346 ACRES (1,507 SQ. FT.) SITUATED IN TRAVIS AND WILLIAMSON COUNTIES, TEXAS, BEING A PORTION OF LOT 2, 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 0.0346 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron pipe with "Doucet" cap found at the westerly common corner of said Lot 2 and of Lot 3 of said Block A, said point being on the southeasterly right-of-way line of FM 685 and on a 7,339.44 foot radius curve concave southeasterly;

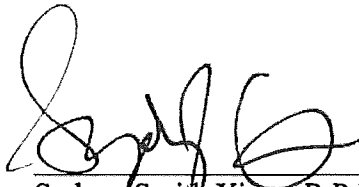
THENCE, along the common line of said Lot 2 and of said Lot 3, S82°18'44"E, a distance of 0.52 feet to a calculated point, and the southwest corner and **POINT OF BEGINNING** hereof, said point being at the beginning of a 7,338.94 foot radius curve concave southeasterly;

THENCE, over and across said Lot 2 and along the arc of said 7,338.94 foot radius curve a distance of 236.84 feet through a central angle of 01°50'56", and chord bearing N23°36'05"E and distance of 236.83 feet to a calculated point on the southeasterly right-of-way line of FM 685, said point being on a 100.00 foot radius curve concave southeasterly;

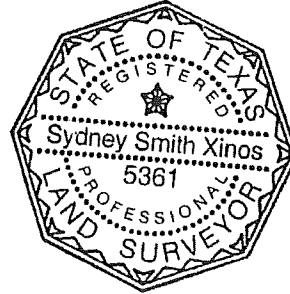
THENCE, along the common line of the southeasterly right-of-way line of FM 685 and the northwesterly line of said Lot 2, and along the arc of said 100.00 foot radius curve a distance of 26.42 feet through a central angle of 15°08'25", and chord bearing N37°47'21"E and distance of 26.35 feet to a calculated point, said point being at the beginning of a 7,332.94 foot radius curve concave southeasterly;

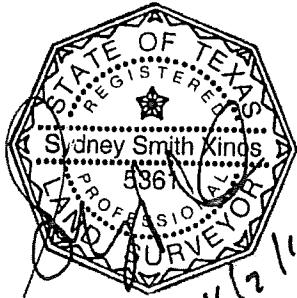
THENCE, over and across said Lot 2 and the arc of said 7,332.94 foot radius curve a distance of 260.68 feet through a central angle of 02°02'13", and chord bearing S23°42'29"W and distance of 260.67 feet to a calculated point on the common line of said Lot 2 and of said Lot 3;

THENCE, along the common line of said Lot 2 and of said Lot 3, N82°18'44"W, a distance of 6.21 feet to the **POINT OF BEGINNING**, and containing 0.0346 acres of land, more or less

 11/2/14

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





STATE OF TEXAS
CALLED 5.557 ACRES
NOTICE OF LIS PENDENS
DOC. NO. 2004092698
O.P.R.T.C.T.

FM 685
(100' R.O.W.)

1/2" IRON ROD WITH
TXDOT ALUMINUM
CAP FOUND
STA: 843+46.95
OFFSET: 300.00 L

15' WATERLINE EASEMENT
0.124 ACRES
5,389 SQUARE FEET
DOC. NO. 2005051907
O.P.R.W.C.T.

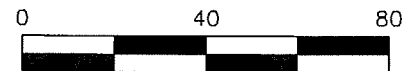
APPROXIMATE LOCATION OF
WILLIAMSON COUNTY LINE
APPROXIMATE LOCATION OF
TRAVIS COUNTY LINE

0.0346 ACRES
1,507 SQUARE FEET

LOT #2, BLOCK "A"
GATTIS CROSSING
DOCUMENT NO. 200800079 O.P.R.T.C.T.
AND
CABINET EE, SLIDES 228 AND 229
P.R.W.C.T.

10' WIDE
PUBLIC UTILITY
EASEMENT
DOC. NO.
200800079
O.P.R.T.C.T.
AND
CABINET EE,
SLIDES 228
AND 229
P.R.W.C.T.

60' WIDE
JOINT ACCESS EASEMENT
DOC. NO. 2005122048
O.P.R.T.C.T.



GRAPHIC SCALE: 1" = 40'

P.O.C.
1/2" IRON
ROD WITH
"DOUCET"
CAP FOUND

L2
P.O.B.
L1

LOT #3, BLOCK "A"
GATTIS CROSSING
DOCUMENT NO. 200800079 O.P.R.T.C.T.
AND
CABINET EE, SLIDES 228 AND 229
P.R.W.C.T.

P:\1398-002\survey\DA_drawings\1398-002 SIDEWALK EASEMENT.dwg

SIDEWALK EASEMENT TRAVIS AND WILLIAMSON 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:	11/07/2014
Scale:	1"=40'
Drawn by:	DRK
Reviewer:	SSX
Project:	1398-002
Sheet:	1 of 2
Field Book:	399
Party Chief:	MORA
Survey Date:	07/21/2014

SURVEY CONTROL:

TEXAS COORDINATE SYSTEM 1983

(CENTRAL ZONE-4203)

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

GEIOD MODEL G03U03

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	S82°18'44"E	0.52'
L2	N82°18'44"W	6.21'

LEGEND

	SIDEWALK EASEMENT LINE
	EXISTING PROPERTY LINES
	EXISTING EASEMENTS
	IRON ROD FOUND (SIZE NOTED)
	CALCULATED POINT
DOC. NO.	DOCUMENT NUMBER
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
COA	CONTROL OF ACCESS
VOL.	VOLUME
PG.	PAGE
R.O.W.	RIGHT-OF-WAY
P.R.W.C.T.	PLAT RECORDS, WILLIAMSON COUNTY, TEXAS
R.P.R.W.C.T.	REAL PROPERTY RECORDS, WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS, WILLIAMSON COUNTY, TEXAS
(.....)	RECORD INFORMATION
P.R.T.C.T.	PLAT RECORDS, TRAVIS COUNTY, TEXAS
R.P.R.T.C.T.	REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
D.R.T.C.T.	DEED RECORDS, TRAVIS COUNTY, TEXAS

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	227.01'	7339.44'	01°46'20"	N23°33'43"E	227.00'
C2	9.99'	100.00'	05°43'26"	N27°21'26"E	9.99'
C3	236.84'	7338.94'	01°50'56"	N23°36'05"E	236.83'
C4	26.42'	100.00'	15°08'25"	N37°47'21"E	26.35'
C5	260.68'	7332.94'	02°02'13"	S23°42'29"W	260.67'

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SIDEWALK EASEMENT
TRAVIS AND WILLIAMSON
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: 08/21/2014

Scale: 1"=40'

Drawn by: ESH

Reviewer: SSX

Project: 1027-003

Sheet: 2 of 2

Field Book: 401

Party Chief: JM

Survey Date: 04/19/2013