

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.

LIMITED PUBLIC UTILITY EASEMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

GRANT OF EASEMENT:

THE CITY OF PFLUGERVILLE, TEXAS, a Texas home-rule city, with offices located at 100 East Main Street, Pflugerville, Travis County, Texas 78691 (“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** (“Grantee”), a Limited Public Utility 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 when the claim is by, through, or under Grantor, but not otherwise, except as to the reservations from conveyance and the exceptions to conveyance and warranty.

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, subject to the terms of this agreement.
 - (b) “Permitted Improvements” shall mean only underground electrical infrastructure, service lines and associated appurtenances.
 - (c) “Public Utility” shall mean electrical utility.

2. *Character of Easement.* The Easement granted herein is "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 right of use granted herein is irrevocable. The intent of this Easement is to specifically disclaim and negate the Doctrine of Merger for all purposes. 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 ("Facilities"), or making connections thereto. The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance and replacement of the Facilities and related appurtenances.
4. *Term.* Easement rights granted herein shall be in perpetuity, subject to the following reservations.

Reservation of Rights (Surface use only). Grantor and Grantor's heirs, successors, and assigns shall retain the right to use the surface and subsurface of all or part of the Easement Property for Permitted Improvements purposes in conjunction with Holder as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement Property by Holder for the Easement Purpose.
5. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.
6. *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.
7. *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.
8. *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.
9. *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.
10. *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.

11. *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.
12. *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.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 201__.

GRANTOR:

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

By: _____
Trey Fletcher, Interim City Manager

ATTEST:

Karen Thompson, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 201__, by
Trey Fletcher, Interim City Manager of the City of Pflugerville, Texas, a Texas home-rule
municipality, on behalf of said municipality.

Notary Public Signature

(seal)

EXHIBIT "A"

**PROPOSED PUBLIC UTILITY EASEMENT ACROSS LOTS 22 IN BLOCK B,
FINAL PLAT PENLEY PARK PHASE 3, CITY OF PFLUGERVILLE, TRAVIS COUNTY, TEXAS.**

DESCRIPTION

A strip of land across Lots 22 in Block B of the Final Plat Penley Park Phase 3 according to the map or plat thereof filed for record under Document Number 201600155 of Official Public Records of Travis County, Texas. Said strip of land being more particularly described by metes and bounds as follows:

Beginning at a 1/2" rebar with a cap marked "Doucet & Assoc" found, on the North boundary line of Lot 28, for the common South corner of Lots 22 and 23 in said Block B;

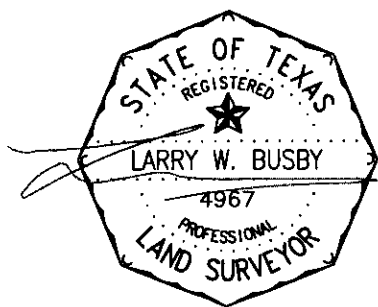
Thence N 02°37'54" W, along the common boundary line of Lots 22 and 23, 76.00 feet to a point on the Southerly boundary line of an existing public utility easement, 10 feet in width, created by the above-mentioned Final Plat of Penley Park Phase 3;

Thence N 87°22'06" E, along the aforementioned Southerly boundary line, 5.00 feet to a point for a corner;

Thence S 02°37'54" W, 76.00 feet to a point for a corner on the common boundary line of Lot 22 and Lot 28;

Thence S 87°22'06" W, along the aforementioned common boundary line of Lot 22 and Lot 28, 5.00 feet to the **Point of Beginning**.

Said strip of land containing 380 square feet or 0.009 acre, more or less.



Firm No.: TX 10194017 OK 5405

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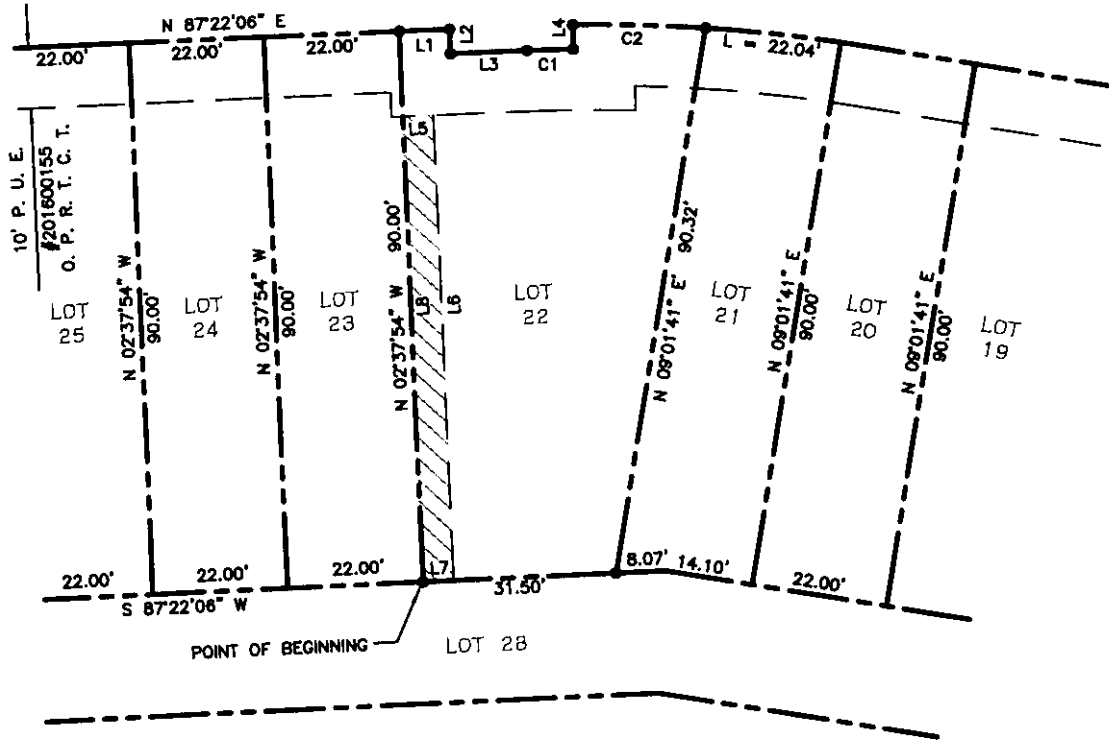
NO.	REVISION	DATE



DELTA LAND SURVEYING
2106 Live Oak Circle
Round Rock, Texas 78683
(512) 781-9800 www.DeltaLandSurveying.net

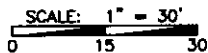
JOB #:	180021
DWG #:	180021-1A
DATE:	2/5/18
SCALE:	1" = 30'
SHEET:	1 OF 2

COCONUT GROVE STREET
(50' R. O. W.)



LINE DATA		
NO.	BEARING	DISTANCE
1	N 87°22'06" E	8.18
2	S 02°37'54" W	4.00
3	N 87°22'06" E	12.50
4	N 01°02'32" W	4.00
5	N 87°22'06" E	5.00
6	S 02°37'54" W	76.00
7	S 85°00'25" E	5.00
8	N 02°37'54" W	76.00

CURVE DATA				
NO.	RADIUS	DELTA	ARC	CHORD (BRC. & DIST.)
1	271.00	01°35'23"	7.52	N 88°09'47" E 7.52
2	275.00	10°04'13"	48.33	S 85°00'25" E 48.27



BEARINGS BASED ON A RECORD BEARING OF S 80°58'19" E FOR THE MONUMENTED SOUTH BOUNDARY OF LOT 28, BLOCK B, PENLEY PARK PHASE 3, #201700190 O. P. R. T. C. T.

LEGEND

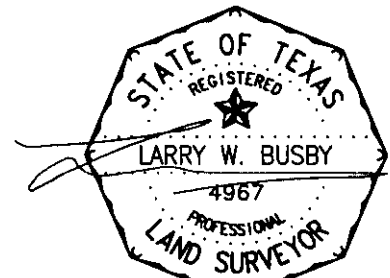


O. P. R. T. C. T.

FOUND 1/2" REBAR W/CAP MARKED "DOUCET & ASSOC"

PROPOSED PUBLIC UTILITY EASEMENT

OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS



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JOB #:	180021
DWG #:	180021-2A
DATE:	2/5/18
SCALE:	1" = 30'
SHEET:	2 OF 2

**PROPOSED PUBLIC UTILITY EASEMENT ACROSS LOTS 22 IN BLOCK B,
FINAL PLAT PENLEY PARK PHASE 3, CITY OF PFLUGERVILLE, TRAVIS COUNTY, TEXAS.**

DESCRIPTION

A strip of land across Lots 22 in Block B of the Final Plat Penley Park Phase 3 according to the map or plat thereof filed for record under Document Number 201600155 of Official Public Records of Travis County, Texas. Said strip of land being more particularly described by metes and bounds as follows:

Beginning at a 1/2" rebar with a cap marked "Doucet & Assoc" found, on the North boundary line of Lot 28, for the common South corner of Lots 21 and 22 in said Block B;

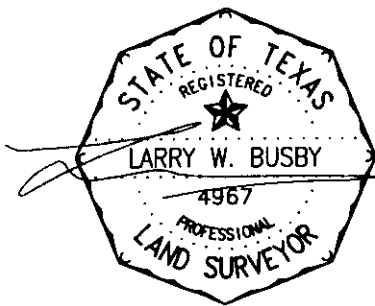
Thence S 87°22'06" W, along the common boundary line of Lots 22 and 28, 5.11 feet to a point for a corner;

Thence N 09°01'41" E, 80.75 feet to a point for a corner on the Southerly boundary line of an existing public utility easement, 10 feet in width, created by the above-mentioned Final Plat Penley Park Phase 3;

Thence Southeasterly 5.03 feet, along the aforementioned Southerly boundary line and the arc of a curve to the right, having a radius of 265.00 feet, a central angle of 01°05'16" and a chord which bears S 87°19'08" E, 5.03 feet to a point on the comon boundary line of Lots 21 and 22;

Thence S 09°01'41" W, along the common boundary line of Lots 21 and 22, 80.27 feet to the **Point of Beginning**.

Said strip of land containing 403 square feet or 0.009 acre, more or less.



Firm No.: TX 10194017 OK 5405

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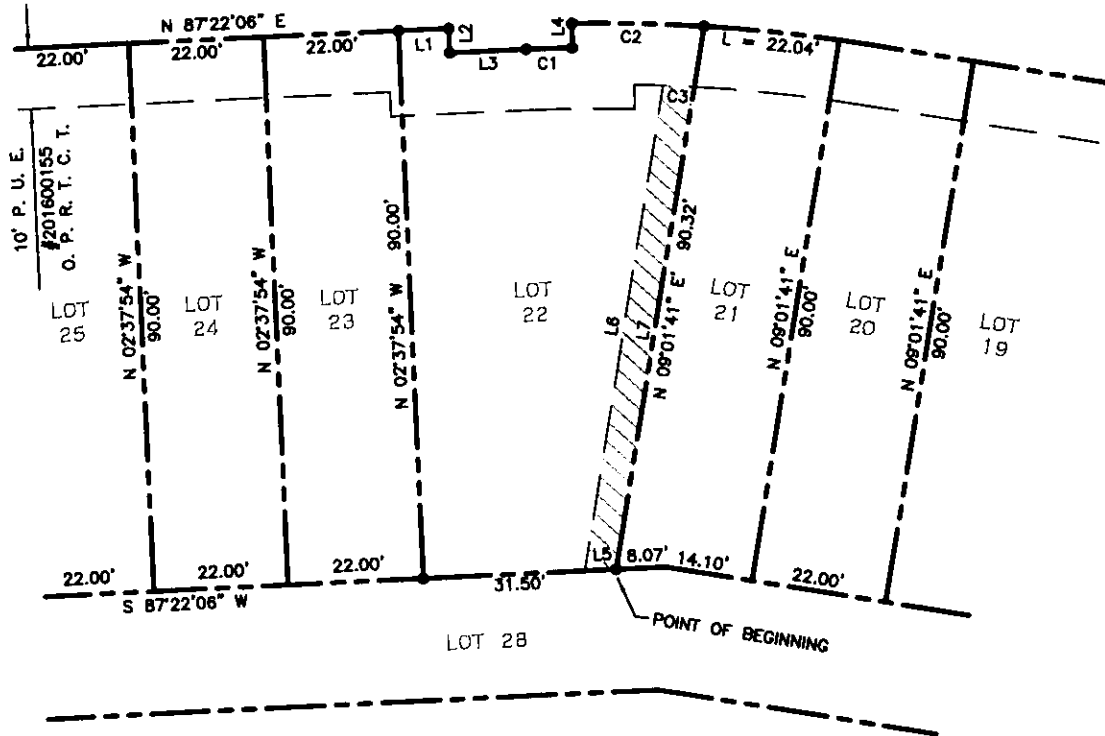
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COCONUT GROVE STREET
(50' R. O. W.)



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5	S 87°22'06" W	5.11
6	N 09°01'41" E	80.75
7	S 09°01'41" W	80.27

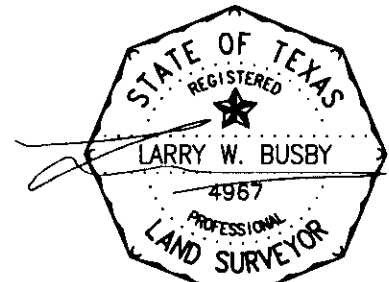
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3	265.00	01°05'18"	5.03	S 87°19'08" E 5.03

SCALE: 1" = 30'

BEARINGS BASED ON A RECORD BEARING OF S 80°58'19" E FOR THE MONUMENTED SOUTH BOUNDARY OF LOT 28, BLOCK B, PENLEY PARK PHASE 3, #201700190 O. P. R. T. C. T.

LEGEND

- FOUND 1/2" REBAR W/CAP MARKED "DOUCET & ASSOC"
- PROPOSED PUBLIC UTILITY EASEMENT
- O. P. R. T. C. T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS



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