

PUBLIC IMPROVEMENT EASEMENT AGREEMENT (PEDESTRIAN TRAVEL)

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

GRANT OF EASEMENT:

Pickroy 2000, LLC., 510 W. 15th Street, Austin, Travis County, Texas, 78701; ("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 Texas home-rule city, with offices located at 100 East Main Street, Pflugerville, 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) "Public Improvements" shall mean sidewalk, driveway, curb, gutter or appurtenance reasonably necessary to provide pedestrian ingress and egress over and across the Easement Tract to Grantee and Grantee's licensees, employees, agents, invitees, members, and the general public.
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 rights of use granted herein are nonexclusive and irrevocable. The Easement is for the benefit of Holder.
3. *Purpose of easement.* The Easement shall be used for public pedestrian travel and the placement, construction, installation, replacement, repair, maintenance, relocation, removal, and operation of public improvements and related appurtenances, or making connections thereto.

4. *Term.* Easement shall be in perpetuity unless relinquished or abandoned by ordinance or resolution by Grantee.
5. *Exclusive Easement.* The Holder's easement shall be exclusive and Grantee shall not use the Easement Property in any way other than as a member of the general public, save and except, connection from public utilities, (such as water, sewer, electric, gas, and telecommunications) to Grantor's property may run across the Easement Property, provided that such connections comply with all applicable rules, regulations, codes or ordinances of the City of Pflugerville; and electric and telecommunication utility may cross above the Easement Property provided same comply with all applicable rules, regulations, codes or ordinances of the City of Pflugerville.
6. *Maintenance of sidewalks.* Upon completion of the Public Improvements, and expiration of the warranty period, Grantor shall be responsible for the maintenance of the Public Improvement and repair of any defective, unsafe or hazardous condition as required by City of Pflugerville Code of Municipal Ordinances Section 96.08, or any amendment, recodification or other revision thereto.
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 nondefaulting 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. *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
16. *Legal Construction.* If 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.
17. *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.
18. *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.
19. *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.
20. When the context requires, singular nouns and pronouns include the plural.

IN WITNESS WHEREOF, this Agreement is executed this _____ day of _____, 201____ (the "Effective Date").

Address:

Pickroy 2000, LLC

510 W 15th Street

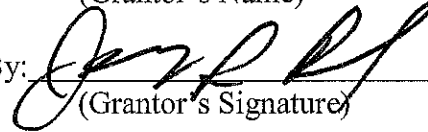
Austin, Texas 78701

GRANTOR:

Jerry R. Reed, Manager

(Grantor's Name)

By:



(Grantor's Signature)

Address:

City of Pflugerville

Attn: City Manager

P.O. Box 589

Pflugerville, Texas 78691

GRANTEE:

AGREED AND ACCEPTED:

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

By:

Brandon Wade, City Manager

ATTEST:

Karen Thompson, City Secretary

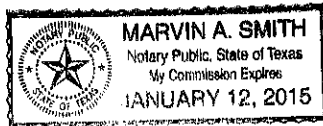
THE STATE OF TEXAS

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§
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COUNTY OF TRAVIS

This instrument was acknowledged before me on NOVEMBER 12, ²⁰¹⁴~~2013~~, by
Jerry Reak (owner's name) PICICROY2000LLC

(seal)



[Signature]
Notary Public Signature

THE STATE OF TEXAS

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§
§

COUNTY OF _____

This instrument was acknowledged before me on _____, 2013, 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

Springbrook Industrial Park

BEING A 349 SQUARE FOOT EASEMENT TRACT PREPARED BY DELTA SURVEY GROUP, INC., IN NOVEMBER 2014, AND LOCATED IN THE ELLIAS MCMILLIAN SURVEY NUMBER 110, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF LOT 11, BLOCK A, SPRINGBROOK INDUSTRIAL PARK SECTION ONE FINAL PLAT A SUBDIVISION OF RECORD IN DOCUMENT NUMBER 200300188, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 349 SQUARE FOOT TRACT AS SHOWN ON THE ACCOMPANYING SKETCH BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½ inch iron rod found in the south right-of-way (ROW) line of Picadilly Drive (ROW varies), same being the northwest corner of Lot 12, Block A of said Springbrook Industrial Park, and also being the northeast corner of said Lot 11 for the **POINT OF COMMENCEMENT**;

THENCE with the south ROW of said Picadilly Drive same being the north line of said Lot 11 the following two (2) courses and distances:

1. S69°12'53"W a distance of 234.12 feet to a ½ inch iron rod found, and
2. with the arc of a curve to the right a distance of 60.02 feet, through a central angle of 04°38'51", having a radius of 740.00 feet, and whose chord bears S71°27'25"W , a distance of 60.01 feet to a calculated point for the **POINT OF BEGINNING**;

THENCE leaving said common line and crossing said Lot 11, S32°49'37"W a distance of 42.51 feet to a calculated point in the east ROW line of Central Commerce Drive (ROW varies), same being the west line of said Lot 11;

THENCE with said common line the following two (2) courses and distances:

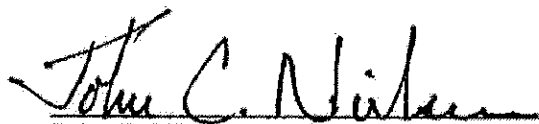
1. N12°09'08"W a distance of 9.79 feet to a ½ inch iron rod found, and
2. with the arc of a curve to the right a distance of 30.03 feet, through a central angle of 86°02'37", having a radius of 20.00 feet, and whose chord bears N32°00'12"E , a distance of 27.29 feet to a ½ inch iron rod found in the south ROW line of said Picadilly Drive, same being the north line of said Lot 11;

THENCE with said common line, with the arc of a curve to the left a distance of 11.06 feet, through a central angle of $00^{\circ}51'23''$, having a radius of 740.00 feet, and whose chord bears $N74^{\circ}12'31''E$, a distance of 11.06 feet to the **POINT OF BEGINNING** and containing 349 square feet of land, more or less.

BEARING BASIS: Texas State Plane Coordinate System, Central Zone NAD83/HARN

I, John C. Nielsen, hereby certify that the forgoing description represents an on-the-ground survey performed under my direct supervision during September 2008, and is true and correct to the best of my knowledge and belief.

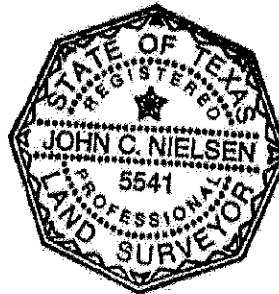
Date: 11-12-14



John C. Nielsen
Registered Professional Land Surveyor
No. 5541-State of Texas

Delta Survey Group, Inc.
8213 Brodie Lane, Suite 102
Austin, Texas 78745

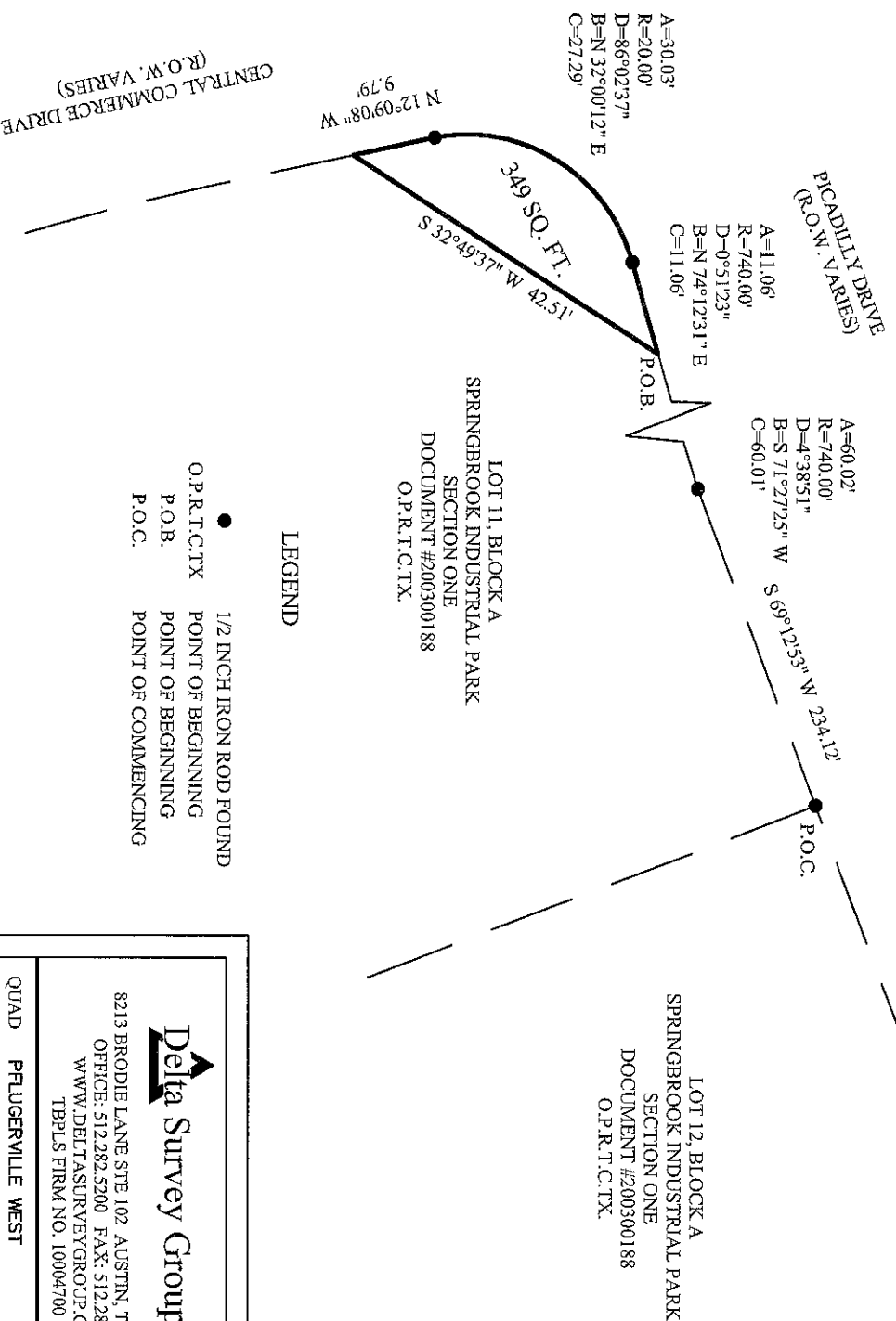
TBPLS FIRM NO. 10004700



ELLAS MCMILLIAN NO. 110
TRAVIS COUNTY, TEXAS
NOVEMBER 2014



1" = 20'



BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM,
TEXAS CENTRAL ZONE, NAD 83/HARN

* SKETCH TO ACCOMPANY FIELD NOTES *
-ALL POINTS CALCULATED UNLESS OTHERWISE NOTED-

Delta Survey Group Inc.

8213 BRODIE LANE STE 102 AUSTIN, TEXAS 78745
OFFICE: 512.282.5200 FAX: 512.282.5230
WWW.DELTASURVEYGROUP.COM
TBPLS FIRM NO. 10004700

QUAD PFLUGERVILLE WEST
PROJECT SPRINGBROOK INDUSTRIAL PARK
DWG. 349 SQFT