

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.

### **PUBLIC ACCESS EASEMENT AGREEMENT**

THE STATE OF TEXAS     §  
COUNTY OF TRAVIS     §

This Access Easement Agreement ("Agreement") is made by and between **INFINITY PAWS, LLC**. ("Owners" or "Grantor") and the **CITY OF PFLUGERVILLE, TEXAS**, a Texas home-rule municipality ("City" or "Grantee"), 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" (field notes) and depicted on Exhibit "B" (sketch) 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.

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.

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 vehicular and 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.

IN WITNESS WHEREOF, this Agreement is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date").

**GRANTOR:**

INFINITY PAWS, LLC

By: Steve P. Corrao

Its: OWNER

**AGREED AND ACCEPTED:**

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

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

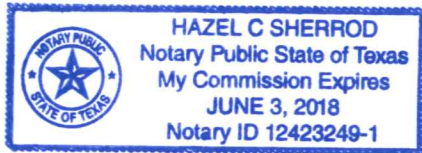
ATTEST:

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

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF Travis     §

This instrument was acknowledged before me on December 11, 2015, by Steve Corona, of Infinity Paws, LLC, on behalf of said limited liability corporation.

(seal)



Hazel C. Sherrod

Notary Public Signature

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"**

**EASEMENT TRACT**

**FIELD NOTES**

**BEING 0.0458 ACRE OF LAND, MORE OR LESS, BEING OUT OF LOT 2, BLOCK "A", WILKE RIDGE SUBDIVISION, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NO. 200500119, OFFICIAL PUBLIC RECORDS, BEING ADJACENT TO WILKE RIDGE LANE, A PUBLIC ROW, SAID LOT 2, BLOCK "A" HAVING BEEN CONVEYED TO GRINNING DOG, LLC., BY DEED RECORDED IN DOCUMENT NO. 2014175664, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, FOR WHICH A MORE PARTICULAR DESCRIPTION BY METES AND BOUNDS IS AS FOLLOWS:**

**BEGINNING** at a 1/2" iron rod found with cap labeled "RDS Surveyors" at the SE corner of Lot 2, Block "A", Wilke Ridge Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 2005001198, Official Public Records, Travis County, Texas, same being in the NW line of Wilke Ridge Lane, also being the NE corner of a Lot 1 of said Wilke Ridge Subdivision, for the SE corner hereof;

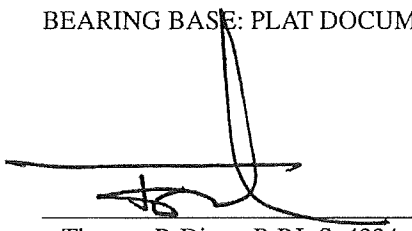
**THENCE** N60°01'28"W, along the SW line of Lot 2, also being the NE line of said Lot 1 for a distance of 6.00 feet to a point, for the SW corner hereof, from which point, a 1/2" iron rod found with cap labeled "RDS Surveyors" at the SW corner of Lot 2 bears N60°01'28"W at a distance of 399.51 feet;

**THENCE** N29°07'31"E crossing through said Lot 2 for a distance of 331.32 feet to a point in the NE line of said Lot 2, also being in the SW line of Lot 44, Block N, Springbrook Section One, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Book 87, Page 168, Plat Records, from which point, a 1-1/4" pipe found at an angle point in said NE line bears N60°07'58"W at a distance of 202.50 feet;

**THENCE** S60°07'58"E along said NE for a distance of 6.00 feet to a 1-1/2" iron pipe found in the NE line of Wilke Ridge Lane at the NE corner of Lot 2, for the NE corner hereof;

**THENCE** S29°07'31"W along the SE line of Lot 2 for a distance of 331.34 feet to the **POINT OF BEGINNING**, of this Public Access Easement containing 0.0456 acre of land, more or less.

BEARING BASE: PLAT DOCUMENT NO. 200500119, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS



Thomas P. Dixon R.P.L.S. 4324  
Waterloo Surveyors, Inc.  
P.O. Box 160176  
Austin, Tx 78716  
(512) 481-9602

8/31/15  
Date

REFERENCES

TCAD Parcel No. 716885  
AUSTIN GRID 438 MQ-39

**EXHIBIT "B"**

**EASEMENT TRACT**

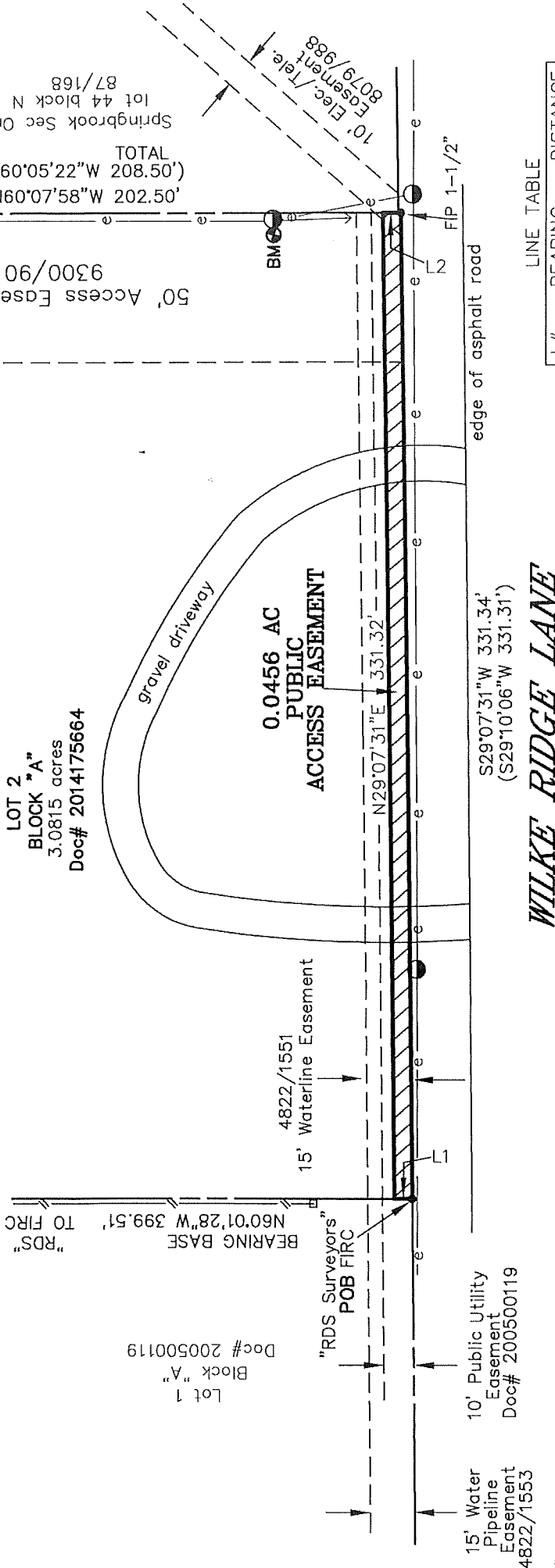
# Sketch to Accompany Field Notes

EXHIBIT "B"

## PUBLIC ACCESS EASEMENT

### LEGAL DESCRIPTION:

BEING 0.0456 ACRE OF LAND, MORE OR LESS, OUT OF LOT 2, BLOCK "A", WILKE RIDGE SUBDIVISION, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NO. 200500119, OFFICIAL PUBLIC RECORDS, CONVEYED TO GRINNING DOG LLC., BY DEED RECORDED IN DOCUMENT NO. 2014175664, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.



LINE TABLE

L#	BEARING	DISTANCE
L1	N60°01'28\"W	6.00'
L2	S60°07'58\"E	6.00'

### LEGEND

- FOUND IRON PIPE FIP
- FOUND 1/2" IRON ROD W/CAP FIRC
- WOOD FENCE - - - - -
- UTILITY POLE & ELECTRIC LINE (RECORD)
- BENCHMARK BM: Brass Disc Set in concrete; Elevation 771.58' NAVD88
- POINT OF BEGINNING POB

SCALE  
1"=50'

The undersigned surveyor hereby certifies that this sketch, and the accompanying field notes were made from an actual and accurate survey made by me or under my direct supervision.

*[Signature]*

Thomas P. Dixon R.P.L.S. 4324

Waterloo Surveyors, Inc.  
P.O. Box 160176  
Austin, Texas 78716-0176  
Ph. (512) 481-9602  
J11852PAE