

EXHIBIT A

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.

SOUTHWESTERN BELL TELEPHONE COMPANY

EASEMENT FOR EQUIPMENT STATION AND UNDERGROUND LINES

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF TRAVIS §

THAT THIS EASEMENT AGREEMENT is entered into by the undersigned, CITY OF PFLUGERVILLE, TEXAS, a Texas home-rule municipality, [hereinafter referred to as "GRANTOR" (whether one or more)], and SOUTHWESTERN BELL TELEPHONE COMPANY, a Missouri corporation, (hereinafter referred to as GRANTEE"), wherein GRANTOR, in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, receipt of which is hereby acknowledged, does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto GRANTEE, its affiliates and subsidiaries, and their successors, assignees, lessees, licensees and agents (hereinafter collectively referred to as "GRANTEE"), a permanent non-exclusive easement (hereinafter referred to as the "Easement") as described herein below for the purposes hereinafter set forth, upon, across, over, above, under and within GRANTOR'S tract of land located in Travis County, Texas, described in **Exhibit "A"** (hereinafter called "the Property"), and described as follows, to wit:

See Survey and Field Notes that are attached as Exhibit "A"

This agreement does not constitute a conveyance of the Property, nor of the minerals therein and thereunder, but grants only an Easement subject to the following:

(a) This Easement is granted for the purpose of permitting GRANTEE to construct, operate, maintain, protect, repair, relocate, upgrade, replace, and remove such underground lines, circuits and conduits for the transmission of signals used in the provision of communication, data, video, and information services, associated above ground equipment stations, vaults, cabinets and power pedestals, and such appurtenances thereto (collectively, the "Facilities"), as GRANTEE may from time to time require upon, across, over, above, under and within the Easement. The easement shall not be used for installation of aerial service or equipment.

(b) GRANTOR further conveys to GRANTEE the following incidental rights and powers: the right of pedestrian and vehicular ingress to and egress from said Easement utilizing reasonable routes across the Property, including but not limited to the right to use existing and future public roads, entrances and exits and all other paved areas of the Property; the right to drain or sheet flow storm water runoff from the Easement onto the

Property and/or into existing and future storm water collection and drainage facilities located within the Property, subject to Grantor's approval; the right to clear and keep cleared trees, brush, and all other obstructions from the surface and subsurface of said Easement; the right to fence the Easement with material and limits of fence subject Grantor's approval ; the right to construct, operate and maintain, or license others to do so, service lines for electric power; and, the right to install, maintain, and use gates in fences which cross said Easement. In the event that the GRANTEE's operations and/or other activities on or adjacent to the Easement Tract result in any damage to or destruction of any improvements constructed or installed by GRANTOR, or adjacent property owners, then GRANTEE agrees to repair or replace, as necessary, at GRANTEE's expense, any such improvements so damaged or destroyed.

(c) GRANTOR shall not be liable for any damage to GRANTEE's Facilities. Nothing herein shall be construed as a waiver of GRANTOR'S immunity from liability.

(c) GRANTOR, its/their successors and assigns, shall have the right to use the surface of the Easement herein granted insofar as such use does not, in the reasonable judgment of the GRANTEE, impair, interfere with or obstruct the use of the Easement by GRANTEE, or its successors and assigns. GRANTOR hereby covenants that no excavation, building, structure or other obstruction will be constructed, erected, built or permitted on surface of the Easement and no change will be made in the grade, elevation or contour of the Easement, nor any tree planted thereon, without the prior written consent of GRANTEE, which consent will not be unreasonably denied, delayed or conditioned.

(d) During the period of installation and construction of the Facilities by GRANTEE within the Easement herein granted, GRANTEE shall have the right to use the areas described in **Exhibit "C"** as Temporary Construction Easements. The Temporary Construction Easements granted on said additional land shall terminate and cease upon completion of the Facilities or six months after the execution of this Easement, whichever occurs first. GRANTEE shall promptly restore the grounds affected thereby to as nearly as practicable the same condition that existed prior to such activity.

(e) The following is excepted from warranty: validly existing easements, rights-of-way, and prescriptive rights of record; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the Easement, that affect the Easement Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; and any encroachments or overlapping of improvements.

(f) GRANTOR warrants that it is the owner of the Property occupied by the Easement herein granted, and that GRANTOR has the right to make this conveyance and receive the consideration therefor. GRANTOR covenants that GRANTEE may quietly enjoy the Easement for the uses herein stated. In addition, GRANTOR hereby warrants and represents it has no knowledge of the existence of past or present production, storage, treatment or disposal of any toxic or hazardous waste or substance, or of hazardous/toxic waste contamination conditions applicable to either the Easement or the Property.

(g) NOTWITHSTANDING ANY PROVISION OF THIS EASEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES, OR CLAIMS OF ANY OTHER THIRD PARTIES, OCCASIONED BY ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

(h) GRANTEE hereby agrees to save and hold harmless the GRANTOR from and against any and all claims, demands, or causes of action of whatever nature, asserted by others which are caused by or arise in any manner out of acts or omissions of GRANTEE, its employees, or any other persons acting under its control, in the use and occupancy of the Easement and Temporary Construction Easements herein granted.

TO HAVE AND TO HOLD the above described Easement, together with all and singular the rights and appurtenances thereto belonging, unto GRANTEE, its successors and assigns, forever, and GRANTOR does hereby bind its self, and its heirs and assigns, to warrant and forever defend all and singular the Easement unto GRANTEE and its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof to the extent that such claim arises by, through or under GRANTOR, but not otherwise.

SIGNED AND EXECUTED this _____ day of _____, 20__.

CITY OF PFLUGERVILLE, TEXAS

By: _____

Brandon Wade, City Manager

ATTEST:

Karen Thompson, City Secretary

THE STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared Brandon Wade, City Manager of the City of Pflugerville, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for purposes and considerations therein expressed and in the capacity so stated.

Given under my hand and seal of office this the _____ day of _____,
20____.

Notary Public in and for the State of Texas
My Commission Expires

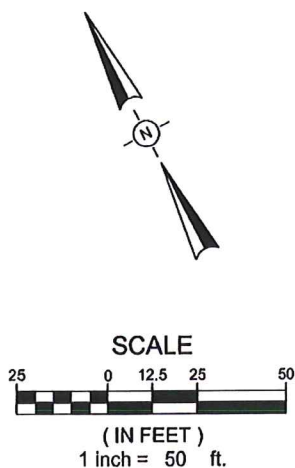
Dwg Info: G:\Survey\PROJECTS\2015\1502-065-01-AT&T Falcon Pointe Blvd\1502-065-01-ESMT-ATT.dwg - Tab: LAYOUT - Plotted: 12/15/2015 12:09 PM By: CAREY JOHNSON

LEGEND

- - 1/2" IRON ROD, FOUND, EXCEPT AS NOTED
- ⊗ - "X" CUT IN CONCRETE, FOUND
- O.P.R. - OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS
- P.U.E. - PUBLIC UTILITY EASEMENT
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT

Curve Table

Curve #	Length	Radius	Delta	Bearing	Chord
C1	101.04'	313.90'	018°26'34"	S 10°27'53" E	100.60'
C2	55.27'	323.90'	009°46'37"	N 14°46'45" W	55.20'



66.12 AC
PFLUGERVILLE ISD
DOC # 1999049719
O.P.R.
(HENDRICKSON HIGH SCHOOL)

NOTES:

REFERENCE IS HEREON MADE TO THE METES AND BOUNDS DESCRIPTION OF THIS TRACT ACCOMPANYING THIS SKETCH.

SUBJECT TRACT SHOWN HEREON IS AN EASEMENT, THEREFORE NO MONUMENTATION HAVE BEEN SET FOR CORNERS.

BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (NAD 83 (2011)). ALL DISTANCES AND COORDINATES WERE ADJUSTED TO THE SURFACE USING A SURFACE ADJUSTMENT FACTOR OF 1.00010. (SURFACE = GRID X SURFACE ADJUSTMENT FACTOR)

DATE OF LAST FIELD WORK: 12-08-2015

COBB, FENDLEY & ASSOCIATES, INC.

MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630

DATE

19 Dec 2015

1.00 AC
CITY OF PFLUGERVILLE
DOC # 2003040590
O.P.R.



Line Table

Line #	Direction	Length
L1	S 85°58'14" E	67.17'
L2	S 70°54'41" W	10.00'
L3	N 85°59'09" W	39.78'
L4	N 05°41'20" W	39.65'
L5	N 85°58'14" W	23.25'
L6	N 27°37'38" E	10.91'

CFA PROJECT NO. 1502-065-01

FIELD BOOK - PAGE	ATX39-69
DRAFTED BY:	CAJ
CHECKED BY:	
APPROVED BY:	
DATE OF COMPLETION:	12-15-2015

Sketch to Accompany Description
Telecommunications Easement
Exhibit "A"

CobbFendley
505 East Hunland Drive, Suite 100
Austin, Texas 78752
512.834.9798 | fax 512.832.7727
www.cobbfendley.com
TBPE FIRM #274 TBPLS #10046701

SHEET
1
of 1

Exhibit " " "
Page 1 of 2
December 15, 2015

3158 sq. ft. Telecommunications Easement
John Davis Survey No. 13
Abstract - 231
Travis County, Texas

DESCRIPTION

DESCRIPTION OF A 3158 SQUARE FOOT TRACT OF LAND SITUATED IN THE JOHN DAVIS SURVEY NO. 13, ABSTRACT 231, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 1.00 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED CONVEYED TO THE CITY OF PFLUGERVILLE, OF RECORD IN DOCUMENT NO. 2003040590, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, SAID 3158 SQUARE FOOT TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found on the east boundary line of that certain 66.12 Acre Tract of Land described in Document No 1999049719, of said Official Public Records, for the northwest corner of said 1.00 Acre Tract, same point being the southwest most corner of Lot 27, Block P, Falcon Pointe – Section Seven, a plat of which is recorded in Document No 200300268, of said Official Public Records, and the **POINT OF BEGINNING** of the herein described tract, from which a 1/2 inch iron rod found for the northwest corner of said Lot 27 bears North 27° 37' 38" East, with the common boundary line of said 66.12 Acre Tract and said Lot 27, a distance of 136.18 feet;

THENCE, South 85° 58' 14" East, with the common boundary line between said 1.00 Acre Tract and said Lot 27, a distance of 67.17 feet to a 1/2 inch iron rod found, with a cap stamped "SURVCON" for a corner common to said 1.00 Acre Tract, said Lot 27, and Lot 28, Block P, said Falcon Pointe – Section Seven, said point being the beginning of a non-tangent curve to the left;

THENCE, in a southeasterly direction with the common boundary line of said 1.00 Acre Tract and said Lot 28, and continuing with the common line of said 1.00 Acre Tract and Lot 29, Block P, said Falcon Pointe – Section Seven, along said non-tangent curve to the left, having a radius of 313.90 feet, a delta angle of 18° 26' 34", an arc length of 101.04 feet, and a chord that bears South 10° 27' 53" East, a distance of 100.60 feet;

THENCE, over and across said 1.00 Acre Tract the following five (5) courses:

1. South 70° 54' 41" West, a distance of 10.00 feet to a point for the beginning of a non-tangent curve to the right;
2. Along said non-tangent curve to the right in a northwesterly direction, having a radius of 323.90 feet, a delta angle of 09° 46' 37", an arc length of 55.27 feet, and a chord that bears North 14° 46' 45" West, a distance of 55.20 feet to a point;
3. North 85° 59' 09" West, a distance of 39.78 feet to a 1/2 inch iron rod found;
4. North 05° 41' 20" West, a distance of 39.65 feet to a point;

*M.A.S.
15 DEC 2015*

5. North 85° 58' 14" West, a distance of 23.25 feet to a point on said east boundary line of the 66.12 Acre Tract, same line being the west boundary of said 1.00 Acre Tract;
6. **THENCE**, North 27° 37' 38" East, with said common boundary line of the 66.12 Acre Tract and the 1.00 Acre Tract, a distance of 10.91 feet, to the **POINT OF BEGINNING** and containing 3158 square feet of land within these metes and bounds.

Reference is herein made to the sketch of this tract accompanying this metes and bounds description.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). All distances were adjusted to the surface using a Surface Adjustment Factor of 1.00010. (Surface = Grid X Surface Adjustment Factor)

The subject tract is an easement, therefore no monuments have been set for corners.

I certify that this description was prepared from a survey made on the ground on December 8, 2015 under my supervision.

COBB, FENDLEY & ASSOCIATES, INC


15 Dec 2015

Miguel A. Escobar, LSLS, RPLS
Texas Registration No. 5630



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