

EXHIBIT "A-1"

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.

SPECIAL WARRANTY DEED

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

That **FRANK E. MARTIN III as Independent Executor of the Estate of Ardalia Ellen Stark Martin, Deceased**, whose address is P.O. Box 1403, Round Rock, Texas 78680 ("Grantor"), for and in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid the **CITY OF PFLUGERVILLE, TEXAS**, a home-rule municipality located in Travis County, Texas ("Grantee"), whose mailing address is P.O. Box 589, Pflugerville, Travis County, Texas 78691, the receipt and sufficiency of which consideration are hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto, Grantee, the property depicted on Exhibit "B" attached hereto and incorporated herein by reference ("Property") subject to all of the reservations, exceptions and other matters set forth or referred to herein.

Reservations from Conveyance and Exceptions to Conveyance and Warranty: All matters of official record or visible and apparent on the ground, to the extent the same are valid, subsisting, and affect the Property; taxes for the current year (prorated as of the date of this deed), which Grantee assumes and agrees to pay, and subsequent tax assessments for the current year and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes; and all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the hereinabove described Property.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, and Grantee's successors or assigns, forever; and Grantor does hereby bind Grantor, and Grantor's successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof by, through or under Grantor, but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

No responsibility for validity of real estate title assumed by attorney preparing this instrument unless a written title opinion rendered.

Signature page to follow.

EXHIBIT "A-1"

EXECUTED AND EFFECTIVE as of this ___ day of _____, 202__.

GRANTOR:

FRANK E. MARTIN III as Independent Executor of the Estate of Ardalia Ellen Stark Martin, Deceased.

By: _____

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me this ___ day of _____, 2020 by **FRANK E. MARTIN III as Independent Executor of the Estate of Ardalia Ellen Stark Martin, Deceased.**

Notary Public, State of Texas

GRANTEE:

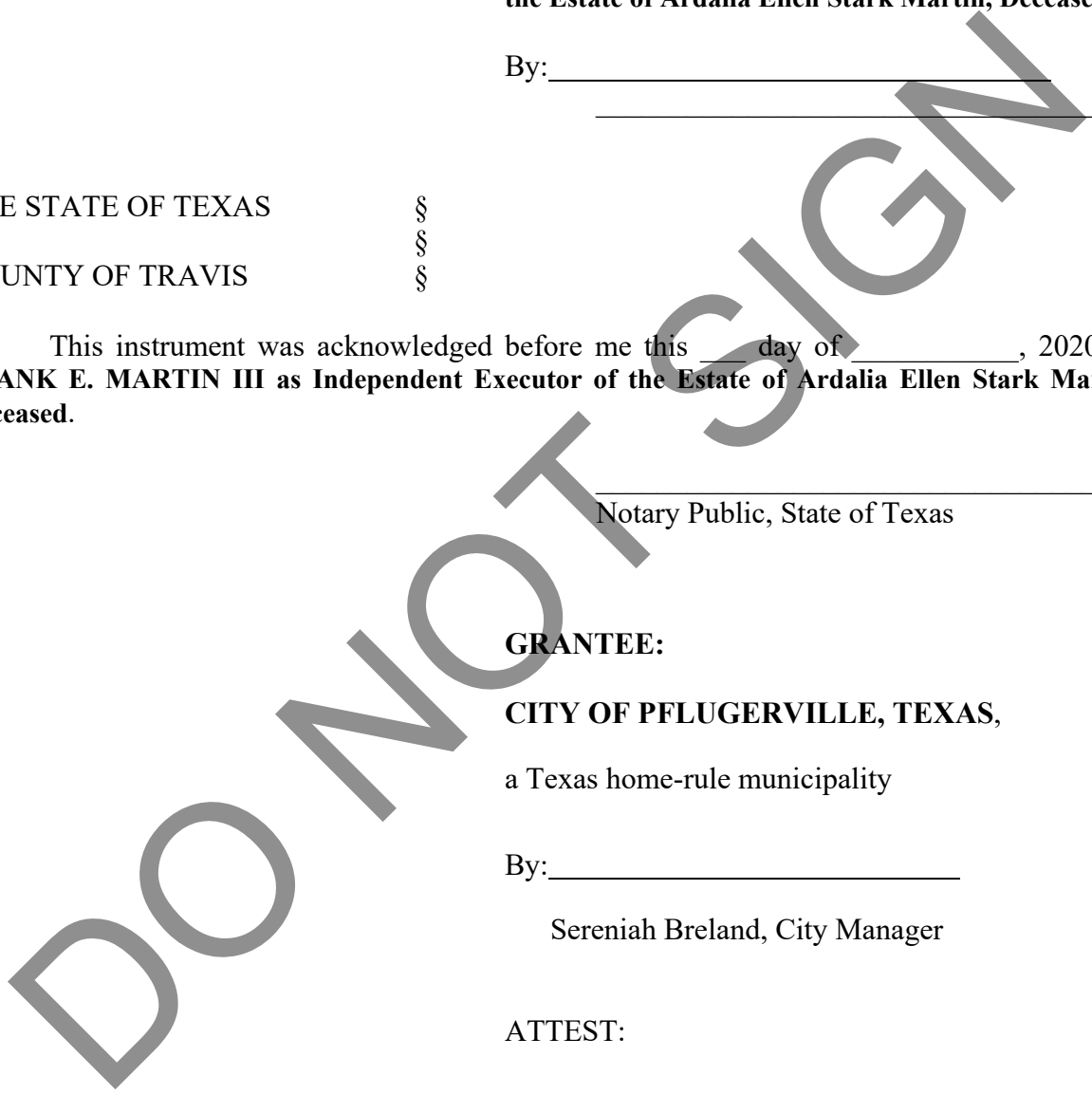
CITY OF PFLUGERVILLE, TEXAS,
a Texas home-rule municipality

By: _____

Sereniah Breland, City Manager

ATTEST:

Karen Thompson, City Secretary



THE STATE OF TEXAS §

§

COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 202__, by Sereniah Breland, City Manager of the City of Pflugerville, Texas, a Texas home-rule municipality, on behalf of said municipality.

Notary Public Signature

(seal)

After recordation please return to:

City of Pflugerville
Attn: Sereniah Breland, City Manager
P.O. Box 589
Pflugerville, Texas 78691

DO NOT SIGN

County: Travis
Parcel: 5-A Acquisition
Project: Kelly Lane

June 26, 2020
Page 1 of 4

PROPERTY DESCRIPTION FOR PARCEL 5-A

DESCRIPTION OF A 0.163 ACRE (7,115 SQUARE FOOT), PARCEL OF LAND SITUATED IN THE EDWARD FLINT SURVEY NO. 11 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 10.00 ACRE TRACT OF LAND CITED IN WARRANTY DEED WITH VENDOR'S LIEN TO ARDALIA E. MARTIN, RECORDED IN DOCUMENT NO. 2005056379 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.) AND DESCRIBED IN VOLUME 11784, PAGE 394 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS (R.P.R.T.C.T.), (SEE PROBATE DOCUMENT NO. 2018073180 NAMING FRANK E. MARTIN III AS INDEPENDENT EXECUTOR OF ESTATE OF ARDALIA ELLEN STARK MARTIN, DECEASED), SAID 0.163 ACRE (7,115 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

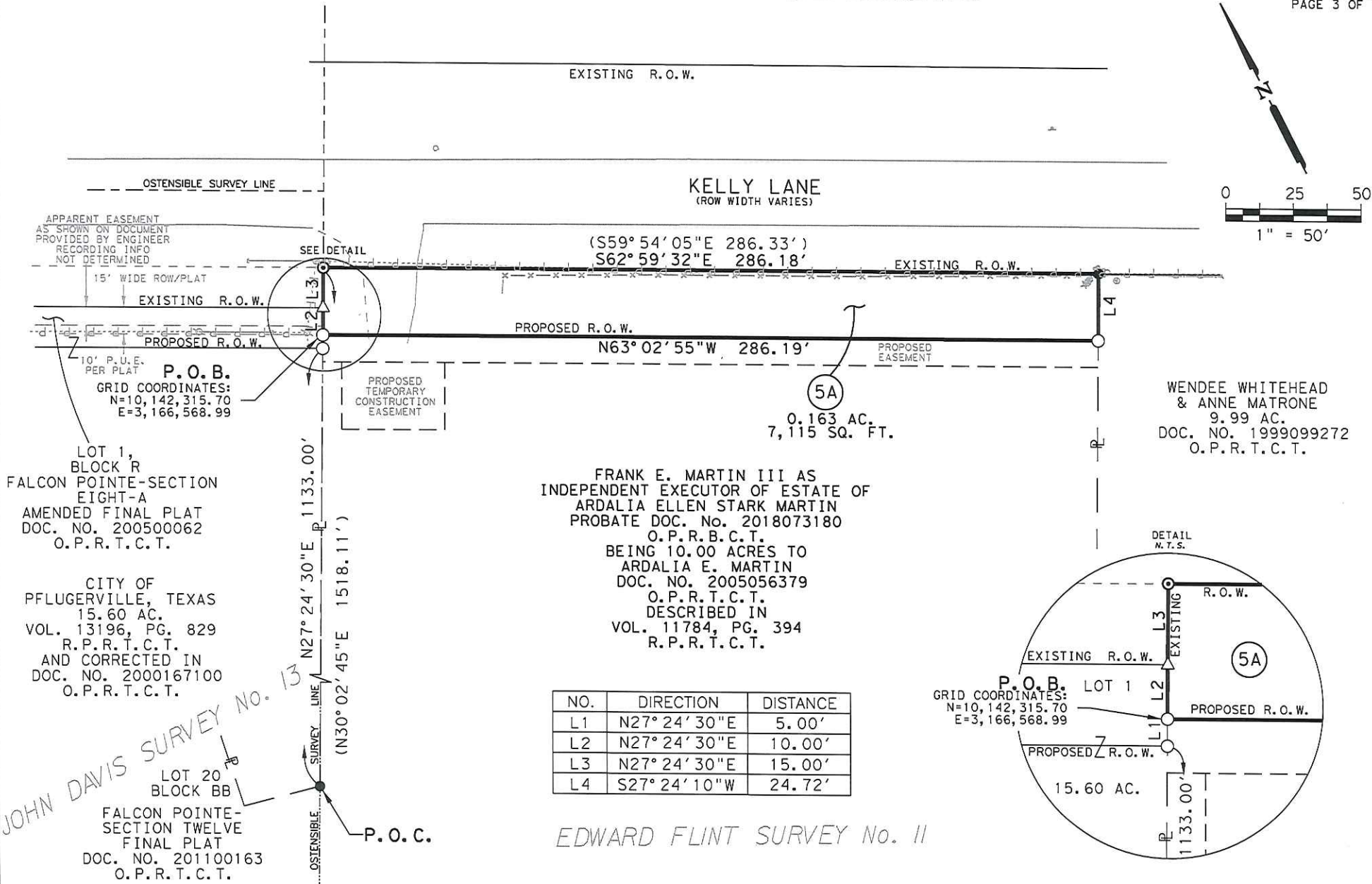
COMMENCING at a 1/2" iron rod found, in the westerly boundary line of said 10.00 acre tract, being the southeasterly corner of that 15.60 acre tract to the City of Pflugerville recorded in Volume 13196, Page 829 of the R.P.R.T.C.T., and corrected in Document No. 2000167100 of the O.P.R.T.C.T., also being the easterly corner of Lot 20 Block BB, Falcon Pointe – Section Twelve, Final Plat, a subdivision of record recorded in Document No. 201100163 of the O.P.R.T.C.T.;

THENCE, departing said Lot 20 Falcon Pointe-Section Twelve, with said westerly boundary line of the 10.00 acre tract, same being the easterly boundary line said 15.60 acre tract, N 27°24'30" E, a distance of 1,133.00 feet to an iron rod with aluminum cap stamped "ROW 4933" set in the proposed southerly ROW line of Kelly Lane (variable width ROW), being the northeasterly corner of said 15.60 acre tract, same being the southeasterly corner of Lot 1, Block R, Falcon Pointe-Section Eight-A Amended Final Plat as recorded in Document No. 200500062 of the O.P.R.T.C.T., and dedicated to the City of Pflugerville by said Subdivision Plat;

THENCE, departing said 15.60 acre tract, with the common boundary line of said 10.00 acre tract and said Lot 1, same being with said proposed ROW line, N 27°24'30" E, a distance of 5.00 feet to an iron rod with aluminum cap stamped "ROW 4933" set for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel

- 1) **THENCE**, departing said proposed ROW line, with the common boundary line of said 10.00 acre tract and said Lot 1, **N 27°24'30" E**, passing at distance of 10.00 feet the northeasterly corner of said Lot 1, being the existing southerly ROW line of Kelly Lane (variable width ROW), same being the southeasterly corner of a 15 foot wide ROW dedication tract per said Falcon Pointe, Section Eight-A, continuing with said 10.00 acre boundary line, same being said existing ROW line, for a total distance of **25.00** feet to a 1/2" ID iron pipe found, for the northwesterly corner of said 10.00 acre tract and this parcel;
- 2) **THENCE**, with said existing southerly ROW line, same being the northerly boundary line of said 10.00 acre tract and this parcel, **S 62°59'32" E**, for a distance of **286.18** feet to a 1/2" iron rod found at the intersection with said proposed ROW line, being the northeasterly corner of said 10.00 acre tract, same being the northwesterly corner of that called 9.99 acre tract of land described in Warranty Deed to Wendee Whitehead and Anne Matrone recorded in Document No. 1999099272 of the O.P.R.T.C.T., for the northeasterly corner of the herein described parcel;

PLAT TO ACCOMPANY PARCEL DESCRIPTION



INLAND U
GEODETICS L L

PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

**FRANK E. MARTIN III AS INDEPENDENT EXECUTOR
OF ESTATE OF ARDALIA ELLEN STARK MARTIN**

SCALE
1" = 50'

PROJECT
KELLY LANE

COUNTY
TRAVIS

PARCEL 5A

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

⊙ 1/2" ID PIPE FOUND	— LINE BREAK
● 1/2" IRON ROD FOUND, UNLESS NOTED	∞ DENOTES COMMON OWNERSHIP
○ IRON ROD W/ ALUMINUM CAP STAMPED "ROW-4933" SET (UNLESS NOTED OTHERWISE)	P.O.B. POINT OF BEGINNING
▲ 60/D NAIL FOUND	P.O.C. POINT OF COMMENCING
△ MAG NAIL SET	N.T.S. NOT TO SCALE
△ CALCULATED POINT	P.U.E. PUBLIC UTILITY EASEMENT
⊕ CENTER LINE	D.R.T.C.T. DEED RECORDS TRAVIS COUNTY, TEXAS
⊞ PROPERTY LINE	O.R.T.C.T. OFFICIAL RECORDS TRAVIS COUNTY, TEXAS
() RECORD INFORMATION	O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
	P.R.T.C.T. PLAT RECORDS TRAVIS COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO.2013588-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MARCH 16, 2020, ISSUE DATE MARCH 26, 2020.

1. RESTRICTIVE COVENANTS: VOLUME 7780, PAGE 661; VOLUME 7888, PAGE 510; DEED RECORDS PARTIALLY SUBJECT TO, AND AS PARTIALLY RELEASED BY DOCUMENT NO(S). 2005050078, 2005064215, AND 2005103192, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SUBJECT TO.

- 10A. ELECTRIC EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 720, PAGE 134, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, FROM ITS DECIPTION CAN NOT BE LOCATED.
- B. ELECTRIC EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 812, PAGE 594, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, FROM ITS DECIPTION CAN NOT BE LOCATED.
- C. COMMUNICATION LINES AND CIRCUITS EASEMENT TO SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 3706, PAGE, 465, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, DOES NOT AFFECT.
- D. TERMS AND CONDITIONS AS SET FORTH IN ORDINANCE NO. 744-04-03-23 AS PASSED AND APPROVED MARCH 23, 2004 AND RECORDED IN DOCUMENT NO. 2004061370, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SUBJECT TO.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 27 July 2020

M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681



PARCEL PLAT SHOWING PROPERTY OF

**FRANK E. MARTIN III AS INDEPENDENT EXECUTOR
OF ESTATE OF ARDALIA ELLEN STARK MARTIN**

PARCEL 5A



SCALE
1" = 50'

PROJECT
KELLY LANE

COUNTY
TRAVIS

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 UTILITY EASEMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

GRANT OF EASEMENT:

FRANK E. MARTIN III as Independent Executor of the Estate of Ardalia Ellen Stark Martin, Deceased ("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 home-rule city located in Travis County, Texas ("Grantee"), an exclusive 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 Property"). Grantor and Grantee may jointly be referred to by "the parties."

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. Grantor 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 to the extent that such claim arises by, through, or under Grantor.

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.

Exhibit "B-1"

- (b) "Permitted Improvements" shall mean landscaping or planting of vegetation, driveways and sidewalks; but shall not mean the construction of a building or structure unless such installation or construction is approved in writing by the City Manager or the City Manager's designee.
 - (c) "Public wastewater pipeline" shall mean a pipeline designed and operated to transport wastewater and its associated appurtenances.
 - (d) "Public water pipeline" shall mean a pipeline designed and operated to transport water and its associated appurtenances.
 - (e) "Buffer" shall provide a buffer for the Wastewater Treatment Plant located on Grantee's property and Grantor agrees that no permanent structures, buildings or other improvements shall be constructed, placed or located within the Easement Property.
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 is irrevocable. The Easement is for the benefit of Holder.
1. *Purpose of Easement.* The Easement shall be used for public wastewater, and water utility purposes, including placement, construction, installation, replacement, repair, maintenance, relocation, removal, and operation of public water/wastewater pipelines and related appurtenances, or making connections thereto (hereinafter collectively "Facilities"). The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, replacement and expansion of the Facilities. The Easement also provides a buffer for the Wastewater Treatment Plant located on Grantee's property and Grantor agrees that no permanent or temporary structures, buildings or other improvements shall be constructed, placed or located within the Easement Property. Within said easement, Grantee reserves the right to change the grade and/or construct any necessary berms to provide adequate drainage from and protection of the wastewater treatment plant facilities.
3. *Term.* Easement shall be in perpetuity unless relinquished or abandoned by ordinance or resolution by Grantee.
4. *Reservation of Rights.* Save and except: Grantor retains the right to surface use. Grantor and Grantor's heirs, successors, and assigns shall retain the right to use the surface of all or part of the Easement Property in conjunction with Holder as long as such use by Grantor and Grantor's heirs, successors, and assigns neither interferes nor conflicts with the use of the Easement Property by Holder for the Easement Purpose. Grantor

Exhibit "B-1"

shall not construct any building, structure or obstruction on the Easement Property. Any improvement made by Grantor (Permitted Improvement) must comply with applicable ordinances, development codes, and engineering guidelines of the City of Pflugerville. Grantor shall obtain Holder's permission prior to the start of constructing Permitted Improvements. Grantor shall not construct any fencing or gating on the Easement Property without Holder's permission.

5. *Improvement and Maintenance of Easement Property.* Subject to the provisions of Section 7, immediately below, improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property. Holder has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences or other encroachments within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities. Holder shall not be required to repair or replace to their original condition any landscaping, driveways, parking areas, or Permitted Improvement on the Easement Property that are damaged in connection with the placement, construction, installation, replacement, repair, maintenance, relocation, removal, and operation of the Facilities.
6. *Maintenance of Surface Easement Property/Permitted Improvements.* Notwithstanding any contrary provision, Grantor shall retain the obligation to regularly mow or cut back vegetation and to keep the surface of the Easement Property free of litter, debris, or trash.
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.

Exhibit "B-1"

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 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.
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. *Legal Construction.* 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.
15. *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.

Exhibit "B-1"

- 16. *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.
- 17. *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.
- 18. *Assignability.* The Easement may be assigned by Grantee, its successors or assigns, without the prior written consent of Grantor.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____ 20__.

GRANTOR:

By: _____

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, a Notary Public, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his oath stated that he is authorized to execute such instrument; and that said instrument is executed as the free and voluntary act and deed for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____ 20__.

Notary Public Signature

(seal)

GRANTEE:

AGREED AND ACCEPTED:

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

By: _____
Sereniah Breland, City Manager

ATTEST:

Karen Thompson, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____,
20__, by Sereniah Breland, City Manager of the City of Pflugerville, Texas, a Texas
home-rule municipality, on behalf of said municipality.

Notary Public Signature

(seal)

AFTER RECORDING, RETURN TO:

City of Pflugerville
Attn.: Emily Barron, Planning Director
Development Services Center
P.O. Box 589
Pflugerville, Texas 78691

EXHIBIT "C-1"

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.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

GRANT OF EASEMENT:

FRANK E. MARTIN III as Independent Executor of the Estate of Ardalia Ellen Stark Martin, Deceased ("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 home-rule city located in Travis County, Texas ("Grantee"), a temporary access and construction easement ("TCE" or "Easement") across a variable width area upon and across the property of Grantor, which is more particularly described on Exhibit "A", attached hereto and incorporated herein by reference ("Easement Property"), together with rights of ingress and egress across the property of the Grantor if necessary to access the TCE. Grantor and Grantee may jointly be referred to by "the parties."

TO HAVE AND TO HOLD the same onto Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below. Grantor does hereby covenant and agree to WARRANT AND 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 to the extent that such claim arises by, through, or under Grantor.

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) "Permitted Improvements" shall mean landscaping or planting of vegetation, driveways and sidewalks; but shall not mean the construction of a building or structure unless such installation or construction is approved in writing by the City Manager or the City Manager's designee.
- (c) "Public infrastructure" shall mean water, reclaimed water and/or wastewater pipelines and associated appurtenances to be constructed by the Holder or its agents, contractors and assigns.
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 irrevocable until the termination of the TCE in accordance with the terms herein.
3. *Purpose of Easement.* The Easement shall be used to facilitate the construction of Public infrastructure, which shall include use of the Easement Property for access, construction staging and storage, and other construction activities.
4. *Term.* The variable width TCE granted herein shall terminate automatically upon completion of the construction of the Public infrastructure included in Grantee's Public infrastructure project or on December 31, 2021, whichever shall come first.
5. *Reservation of Rights.* Save and except: Grantor retains the right to surface use. Grantor and Grantor's heirs, successors, and assigns shall retain the right to use the surface of all or part of the Easement Property in conjunction with Holder as long as such use by Grantor and Grantor's heirs, successors, and assigns neither interferes nor conflicts with the use of the Easement Property by Holder for the Easement Purpose.
6. *Use and Maintenance of Easement Property.* Holder has the right to remove or relocate any encroachments into the Easement Property as necessary to utilize the same for the purpose of this Easement. Upon completion of the construction of the Public infrastructure, *Holder shall restore the Easement Property to the condition of the Easement Property immediately before the Grantee's use of the same.*
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

EXHIBIT "C-1"

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 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.
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. *Legal Construction.* 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

EXHIBIT "C-1"

BEFORE ME, a Notary Public, on this day personally appeared **FRANK E. MARTIN III as Independent Executor of the Estate of Ardalia Ellen Stark Martin, Deceased** known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his oath stated that he is authorized to execute such instrument; and that said instrument is executed as the free and voluntary act and deed for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____ 20__.

(seal)

Notary Public Signature

**GRANTEE:
AGREED AND ACCEPTED:**

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

By: _____
Sereniah Breland, City Manager

ATTEST:

Karen Thompson, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 20__, by Sereniah Breland, 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.: Patricia A. Davis, City Engineer
P. O. Box 589
Pflugerville, Texas 78691

DO NOT SIGN

EXHIBIT B & C

County: Travis
Parcel: 5-A PUE/TCE
Project: Kelly Lane

June 26, 2020
Page 1 of 4

PROPERTY DESCRIPTION FOR PARCEL 5-A PUE/TCE

DESCRIPTION OF A 0.066 ACRE (2,862 SQUARE FOOT), PARCEL OF LAND SITUATED IN THE EDWARD FLINT SURVEY NO. 11 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 10.00 ACRE OF LAND CITED IN WARRANTY DEED WITH VENDOR'S LIEN TO ARDALIA E. MARTIN, DECEASED, RECORDED IN DOCUMENT NO. 2005056379 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.) AND DESCRIBED IN VOLUME 11784, PAGE 394 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS (R.P.R.T.C.T.), (SEE PROBATE DOCUMENT NO. 2018073180 NAMING FRANK E. MARTIN III AS INDEPENDENT EXECUTOR OF ESTATE OF ARDALIA ELLEN STARK MARTIN), SAID 0.066 ACRE (2,862 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found, in the westerly boundary line of said 10.00 acre tract of land, being the southeasterly corner of that called 15.60 acre tract of land depicted in Warranty Deed to the City of Pflugerville recorded in Volume 13196, Pg. 829 of the R.P.R.T.C.T., also being the northeasterly corner of Lot 20, Block BB, Falcon Pointe – Section Twelve Final Plat, a subdivision of record recorded in Document No. 201100163 of the O.P.R.T.C.T.;

THENCE, departing said Lot 20, Falcon Pointe – Section Twelve, with the westerly boundary line of said 10.00 acre tract, same being the easterly boundary line said 15.60 acre tract, N 27°24'30" E a distance of 1128.00 feet to a calculated point, for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

THENCE, continuing with the common boundary line of said 10.00 acre tract and said 15.60 acre tract, the following two (2) courses:

- 1) **N 27°24'30" E**, a distance of **5.00** feet to an iron rod with aluminum cap stamped "ROW 4933" set, for an ell corner in the proposed southerly Right-of-Way (ROW) line of Kelly Lane, being the northeasterly corner of said 15.60 acre tract, same being the southeasterly corner of Lot 1, Block R dedicated to said City of Pflugerville and depicted on Falcon Pointe, Section Eight-A, a subdivision of record in Document No. 200500062 of the O.P.R.T.C.T.;
- 2) **N 27°24'30" E**, departing said 15.60 acre tract, with the easterly boundary line of said Lot 1 and said proposed ROW line, **5.00 feet** to an iron rod with aluminum cap stamped "ROW 4933" set, being an ell corner in said proposed southerly ROW line of Kelly Lane, for the northwesterly corner of the herein described parcel, and from which a 1/2" ID iron pipe found, being the northwesterly corner of said 10.00 acre tract, being an ell corner in the existing southerly ROW line of said Kelly Lane (variable width ROW) bears N 27°24'30" E, at a distance of 10.00 feet, pass the calculated northeasterly corner of said Lot 1, being an ell corner in said existing southerly ROW line, and continuing with said existing southerly ROW line for a total distance of 25.00 feet;
- 3) **THENCE**, departing said Lot 1, through the interior of said 10.00 acre tract, **S 63°02'55" E**, for a distance of **286.19** feet to a calculated point in the easterly boundary line of said 10.00 acre tract, same being the westerly boundary line of that called 9.99 acre tract of land described in Warranty Deed to Wendee Whitehead and Anne Matrone recorded in Document No. 1999099272 of the O.P.R.T.C.T., for the northeasterly corner of the herein described parcel, and from which a 1/2" iron rod found, being the northwesterly corner of said 9.99 acre tract, same being the northeasterly corner of said 10.00 acre tract, in said existing southerly ROW line of Kelly Lane bears N 27°24'10" E, at a distance of 24.72 feet;

LEGEND

○ 1/2" ID PIPE FOUND	—/— LINE BREAK
● 1/2" IRON ROD FOUND, UNLESS NOTED	∩ DENOTES COMMON OWNERSHIP
○ IRON ROD W/ ALUMINUM CAP	P.O.B. POINT OF BEGINNING
STAMPED "ROW-4933" SET	P.O.C. POINT OF COMMENCING
(UNLESS NOTED OTHERWISE)	N.T.S. NOT TO SCALE
▲ 60/D NAIL FOUND	P.U.E. PUBLIC UTILITY EASEMENT
▲ MAG NAIL SET	D.R.T.C.T. DEED RECORDS
▲ CALCULATED POINT	TRAVIS COUNTY, TEXAS
△ CENTER LINE	O.R.T.C.T. OFFICIAL RECORDS
△ PROPERTY LINE	TRAVIS COUNTY, TEXAS
△ RECORD INFORMATION	OFFICIAL PUBLIC RECORDS
	TRAVIS COUNTY, TEXAS
	P.R.T.C.T. PLAT RECORDS
	TRAVIS COUNTY, TEXAS

EXHIBIT "B&C" PLAT TO ACCOMPANY PARCEL DESCRIPTION

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO.2013588-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MARCH 16, 2020, ISSUE DATE MARCH 26, 2020.

1. RESTRICTIVE COVENANTS: VOLUME 7780, PAGE 661; VOLUME 7888, PAGE 510; PARTIALLY SUBJECT TO, DEED RECORDS AND AS PARTIALLY RELEASED BY DOCUMENT NO.(S). 2005050078, 2005064215, AND 2005103192, SUBJECT TO, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

10A. ELECTRIC EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 720, PAGE 134, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

B. ELECTRIC EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 812, PAGE 594, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

C. COMMUNICATION LINES AND CIRCUITS EASEMENT TO SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 3706, PAGE, 465, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, DOES NOT AFFECT.

D. TERMS AND CONDITIONS AS SET FORTH IN ORDINANCE NO. 744-04-03-23 AS PASSED AND APPROVED MARCH 23, 2004 AND RECORDED IN DOCUMENT NO. 2004061370, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SUBJECT TO.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION

M. Stephen Truesdale
M. STEPHEN TRUESDALE
DATE *Aug 2020*

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681



INLAND
GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

SCALE
1" = 50'

PARCEL PLAT SHOWING PROPERTY OF
**FRANK E. MARTIN III AS INDEPENDENT EXECUTOR
OF ESTATE OF ARDALIA ELLEN STARK MARTIN**

PROJECT
KELLY LANE
COUNTY
TRAVIS

PARCEL SA-PUE