

THIS SIDEWALK EASEMENT AGREEMENT IS BEING FILED OF RECORD TO REPLACE THE SIDEWALK EASEMENT AGREEMENT FILED ON OCTOBER 6, 2015 UNDER DOCUMENT NUMBER 2015160662. THE DOCUMENT FILED ON OCTOBER 6, 2015 WAS FILED PREMATURELY WITHOUT PFLUGERVILLE CITY COUNCIL'S ACCEPTANCE AND WITHOUT BEING EXECUTED BY PFLUGERVILLE'S CITY MANAGER. THIS SIDEWALK EASEMENT AGREEMENT HAS BEEN APPROVED AND ACCEPTED BY PFLUGERVILLE'S CITY COUNCIL AND PROPERLY EXECUTED BY PFLUGERVILLE'S CITY MANAGER.

SIDEWALK EASEMENT AGREEMENT

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This Sidewalk Easement Agreement ("Agreement") is made by and between **ELOY A. SAENZ/ PLATIMEX INC.** (collectively, "Owners") and the **CITY OF PFLUGERVILLE, TEXAS**, a Texas home-rule municipality ("City"), 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", 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. 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 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").

Address:

1205 Sidewinder
Leander, TX 78641

OWNERS:

Eloy A. Saenz / Platnux, Inc.
(Owner's Name)

(Owner's Name)

CITY:

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

Address:

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

By: _____
Brandon Wade, City Manager

ATTEST: _____
Karen Thompson, City Secretary

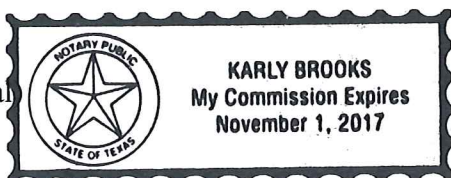
THE STATE OF TEXAS

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§

COUNTY OF Travis

This instrument was acknowledged before me on October 26, 2016, by
Eloy aaron saenz
(owner's name)

(seal)



Karly Brooks
Notary Public Signature

THE STATE OF TEXAS

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§

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.

Notary Public Signature

(seal)

After Recording Return To:

City of Pflugerville
Attn: Karen Thompson, City Secretary
P.O. Box 589
Pflugerville, Texas 78691

EXHIBIT "A"
EASEMENT TRACT

**SIDE WALK EASEMENT
SITUATED IN LOT 14, BLOCK A
685 COMMERCIAL PARK
VOL. 86 PGS. 143 B-C
PLAT RECORDS TRAVIS COUNTY, TEXAS**

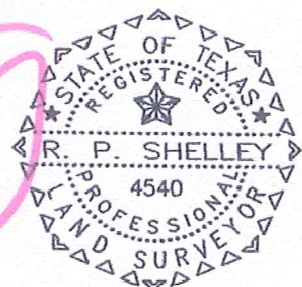
SURVEYOR'S NOTES

1. All statements within the certification and other references located elsewhere hereon that are related to: utilities, improvements, structures, buildings, party walls, parking, easements, servitude and encroachments are based on visible, aboveground evidence unless otherwise noted.
2. Bearings and distances shown hereon are grid, GPS derived and based on the Texas State Plane Coordinate System, Central Zone, NAD 83, Geoid 12A.
3. The word "certify" is understood to be an expression of professional judgement by the undersigned surveyor, which is based on his best knowledge, information and belief.
4. Vol. 86, Pgs. 143 B-C, calls for iron pins at lot and boundary corners.

SURVEYOR'S CERTIFICATE

I, R.P. Shelley, do hereby certify that this Map of Survey reflects the results of an on-the ground survey conducted by personnel working under my supervision and to the best of my knowledge is true and accurate and substantially complies with the Rules and Regulations and Standards of Practice as adopted by the Texas State Board of Professional Land Surveying.

R.P. Shelley R.P.L.S. NO. 4540
Sightline Surveying



TBPLS FIRM NO. 101309100

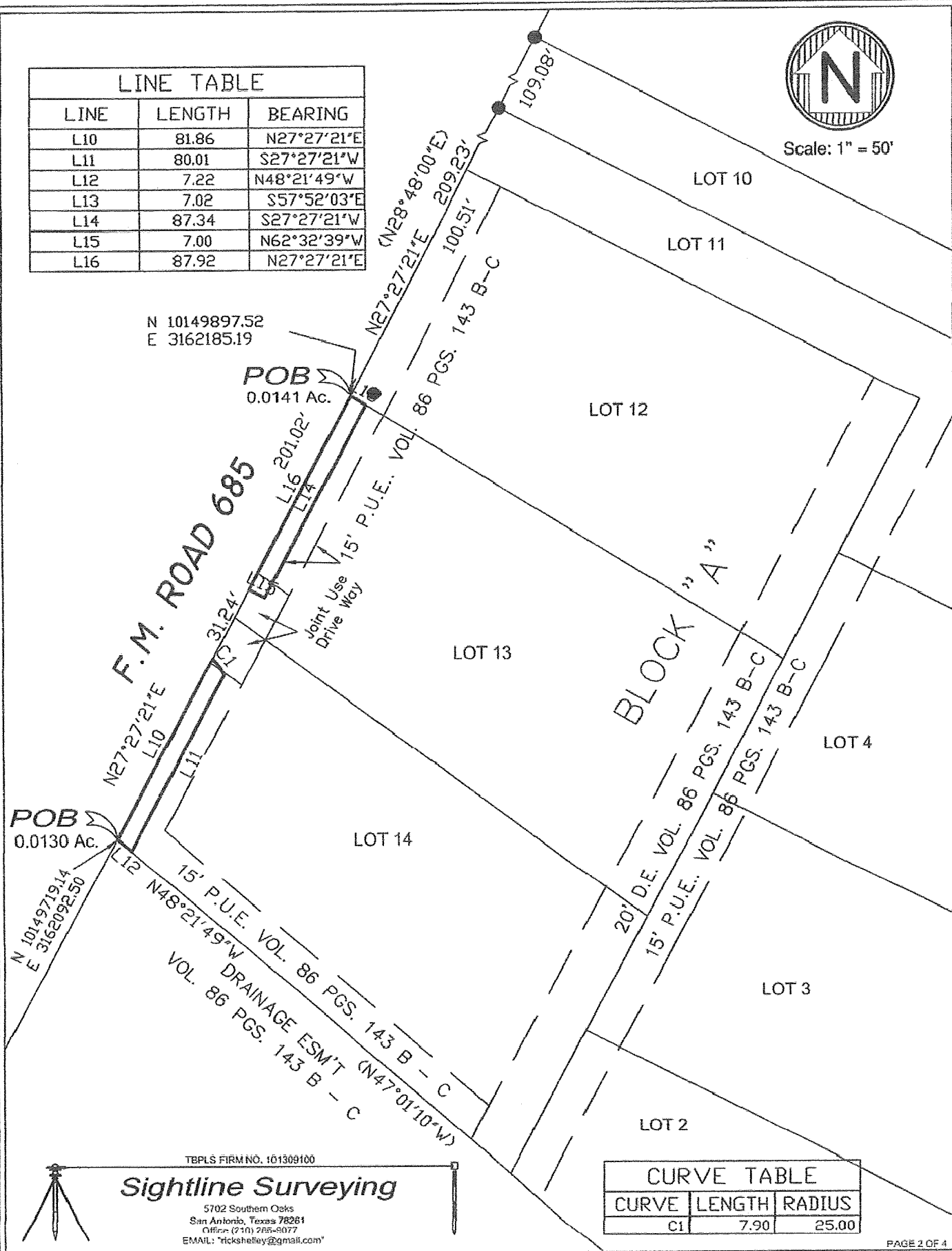
Sightline Surveying

5702 Southern Oaks
San Antonio, Texas 78261
Office (210) 286-9077
EMAIL: "rickshelley@gmail.com"

LINE TABLE		
LINE	LENGTH	BEARING
L10	81.86	N27°27'21"E
L11	80.01	S27°27'21"W
L12	7.22	N48°21'49"W
L13	7.02	S57°52'03"E
L14	87.34	S27°27'21"W
L15	7.00	N62°32'39"W
L16	87.92	N27°27'21"E



Scale: 1" = 50'



Sightline Surveying

TBPLS FIRM NO. 101309100
5702 Southern Oaks
San Antonio, Texas 78261
Office: (710) 265-9077
EMAIL: "rickshelley@gmail.com"

CURVE TABLE		
CURVE	LENGTH	RADIUS
C1	7.90	25.00

**SIDE WALK EASEMENT
SITUATED IN LOT 14, BLOCK A
685 COMMERCIAL PARK
VOL. 86 PGS. 143 B-C
PLAT RECORDS TRAVIS COUNTY, TEXAS**

**METES AND BOUNDS
0.0130 OF AN ACRE**

FIELD NOTE DESCRIPTION OF 0.0130 of an acre of land or 568 square feet of land area situated in Lot 14, Block A of 685 Commercial Park Subdivision, a subdivision of record in Vol. 86, Pg. 143 B - C, Plat Records of Travis County, Texas. Said 0.0130 of an acre being more particularly described by metes and bounds as follows:

BEGINNING at a point (N10149719.14 E3162092.50) in the southeasterly line of FM Road 685, same being the most westerly corner of said Lot 14 for the POINT OF BEGINNING of this 0.0130 of an acre of land and from which a ½ inch iron rod found in the southeasterly line of said FM Road 685 at the most northerly corner of Lot 13, same being the most westerly corner of Lot 12, both of Block "A", bears North 27°27'21" East a distance of 201.02 feet and from this point another ½ inch iron rod found at the most northerly corner of Lot 11, same being the most westerly corner of Lot 10, both of Block "A" bears North 27°27'21" East a distance of 209.23 feet ;

THENCE with the southeasterly line of said FM Road 685, same being the northwesterly line of said Lot 14 and this 0.0130 of an acre of land, North 27°27'21" East for a distance of 81.86 feet to a point for corner;

THENCE crossing said Lot 14 with the following two courses:

1. with the northerly line of this 0.0130 of an acre of land and with a curve to the right having a radius of 25.00 feet, a delta angle of 18°06'21", an arc length of 7.90 feet, a chord bearing of South 35°22'38" East and a chord distance of 7.87 feet to a point at the end of said curve;
2. with the easterly line of this 0.0130 of an acre of land, South 27°27'21" West for a distance of 80.01 feet to a point in the southerly line of said Lot 14 and being the most southerly corner of this 0.0130 of an acre tract of land;

THENCE with the southerly line of said lot 14 and this 0.0130 of an acre tract of land, North 48°21'49" West for a distance of 7.22 feet to the POINT OF BEGINNING.

NOTES:

1. Bearings called out hereinabove are based on the Texas Coordinate System of 1983, Central Zone;
2. There is a Map of Survey this day written to accompany this metes and bounds description;
3. For record: bearings distances, see the map of survey this day drafted.

TBPLS FIRM NO. 101309100



Sightline Surveying

5702 Southern Oaks
San Antonio, Texas 78261
Office (210) 785-8877
EMAIL: "rickshelley@gmail.com"

**SIDE WALK EASEMENT
SITUATED IN LOT 14, BLOCK A
685 COMMERCIAL PARK
VOL. 86 PGS. 143 B-C
PLAT RECORDS TRAVIS COUNTY, TEXAS**

**METES AND BOUNDS
0.0141 OF AN ACRE**

FIELD NOTE DESCRIPTION OF 0.0141 of an acre of land or 603 square feet of land area situated in Lot 13, Block A of 685 Commercial Park Subdivision, a subdivision of record in Vol. 86, Pg. 143 B - C, Plat Records of Travis County, Texas. Said 0.0141 of an acre being more particularly described by metes and bounds as follows:

BEGINNING at a ½ inch iron rod found (N10149897.52, E3162185.19) in the southeasterly line of FM Road 685, same being the most westerly corner of said Lot 12 of said Block A and the most northerly corner of said Lot 13 of said Block A for the POINT OF BEGINNING of this 0.0141 of an acre of land and from which a ½ inch iron rod found in the southeasterly line of said FM Road 685 at the most northerly corner of Lot 11, same being the most westerly corner of Lot 10, both of Block "A", bears North 27°27'21" East a distance of 209.23 feet ;

THENCE crossing said Lot 13 with the following two courses:

1. with the northerly line of this 0.0141 of an acre of South 57°52'03" East for a distance of 7.02 feet to a point for the most easterly corner of this 0.0141 of an acre tract of land;
2. with the easterly line of this 0.0141 of an acre of land, South 27°27'21" West for a distance of 87.34 feet to a point being the most southerly corner of this 0.0141 of an acre tract of land;

THENCE with the southerly line of this 0.0141 of an acre tract of land, North 62°32'39" West for a distance of 7.00 to a point in the southeasterly line of said FM Road 685 and being the most westerly corner of this 0.0141 of an acre of land;

THENCE with the southeasterly line of said FM Road 685, same being the northwesterly line of said Lot 13 and this 0.0141 of an acre of land, North 27°27'21" East for a distance of 87.92 feet to the POINT OF BEGINNING;

NOTES:

1. Bearings called out hereinabove are based on the Texas Coordinate System of 1983, Central Zone;
2. There is a Map of Survey this day written to accompany this metes and bounds description;
3. For record: bearings, distances and monumentation see the map of survey this day drafted.

TBPLS FIRM NO. 101309100

Sightline Surveying

5702 Southern Oaks
San Antonio, Texas 78261
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