

## SIDEWALK EASEMENT AGREEMENT

THE STATE OF TEXAS     §  
COUNTY OF TRAVIS     §

This Sidewalk Easement Agreement ("Agreement") is made by and between Mohammad K. Minhas (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.

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Notary Public Signature

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

# HOLT CARSON, INC.

## PROFESSIONAL LAND SURVEYORS

1904 FORTVIEW ROAD  
AUSTIN, TEXAS 78704  
TELEPHONE: (512) 442-0990  
e-mail: hci@austin.rr.com  
www.hciaustin.com

### SIDEWALK EASEMENT

**DESCRIPTION OF 500 SQUARE FEET OF LAND, BEING A TEN FEET (10') BY FIFTY FEET (50') SIDEWALK EASEMENT, OVER AND ACROSS A PORTION OF LOT 1, BLOCK A, PICADILLY BUSINESS PARK CORRECTED, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NO. 200800216 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING FOR REFERENCE** at a ½" iron rod with a plastic cap imprinted "G&R" found in the North right-of-way line of Picadilly Drive, at the Southwest corner of Lot 1, Block A, Picadilly Business Park Corrected, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 200800216 of the Official Public Records of Travis County, Texas, same being the Southeast corner of Lot 2, Rodman Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 200500276 of the Official Public Records of Travis County, Texas, from which a ½" iron rod with a plastic cap imprinted "G&R Surveying" found at the Northwest corner of Lot 11, Block A, Picadilly Business Park Corrected bears, N 28 deg. 13'05" E 1253.30 ft.;

**THENCE** with the North right-of-way line of Picadilly Drive and the South line of Lot 1, Block A, Picadilly Business Park Corrected, S 62 deg. 11'41" E 136.63 ft. to a calculated point for the Southwest corner and **PLACE OF BEGINNING** of the herein described easement;

**THENCE** crossing through the interior of Lot 1, Block A, Picadilly Business Park Corrected the following two (2) courses:

- 1.) N 27 deg. 47'12" E 50.00 ft. to a calculated point for the Northwest corner of the herein described easement;
- 2.) S 62 deg. 11'41" E 10.00 ft. to a calculated point in the West right-of-way line of Joe Barbee Drive, same being a point in the East line of Lot 1 for the Northeast corner of the herein described easement;

**THENCE** with the West right-of-way line of Joe Barbee Drive and the East line of Lot 1, Block A, Picadilly Business Park Corrected, S 27 deg. 47'12" W 50.00 ft. to a calculated point in the North right-of-way line of Picadilly Drive and the Southeast corner of said Lot 1 and the Southeast corner of the herein described easement;

**THENCE** with the North right-of-way line of Picadilly Drive and the South line of Lot 1, Block A, Picadilly Business Park Corrected, N 62 deg. 11'41" W 10.00 ft. to the **PLACE OF BEGINNING** and containing **500 square feet** of land.

PREPARED: April 25, 2016

Holt Carson  
Registered Professional Land Surveyor No. 5166  
see accompanying map: C 871048

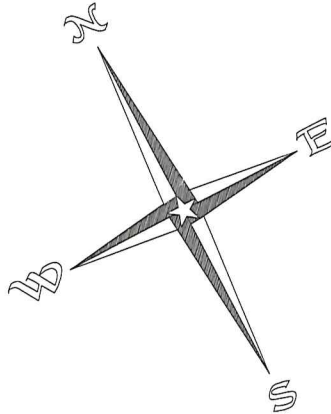


Bearing Basis  
(N61°54'19"W 670.35')  
(N61°54'19"W 670.35')

"G&R Surveying"

"LAI"

SCALE: 1" = 100'



### Legend

- ◻ Capped Iron Rod Found as noted hereon
- ◄ Calculated Point

#### P.O.B. PLACE OF BEGINNING

(Record Bearing and Distance per subject tract)  
(Record Bearing and Distance per adjoining plat)

#### NUMBERED COURSES

1	S 62°11'41" E - 136.63'
2	N 27°47'12" E - 50.00'
3	S 62°11'41" E - 10.00'
4	S 27°47'12" W - 50.00'
5	N 62°11'41" W - 10.00'

LOT 2 RODMAN SUBDIVISION DOCUMENT NO. 200500276

(N31°27'37"E 1253.58')  
(N28°13'05"E 1253.30')  
(N28°13'05"E 1253.30')

REFERENCE POINT  
"G&R Surveying"

"G&R Surveying"

JOE BARBEE DRIVE (60')

10' P.U.E. per plat

SKETCH TO ACCOMPANY DESCRIPTION OF  
500 SQUARE FEET OF LAND, BEING A TEN FEET (10') BY  
FIFTY FEET (50') SIDEWALK EASEMENT, OVER AND ACROSS  
A PORTION OF LOT 1, BLOCK "A", PICADILLY BUSINESS PARK  
CORRECTED, A SUBDIVISION IN TRAVIS COUNTY, TEXAS,  
ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN  
DOCUMENT NO. 200800216 OF THE OFFICIAL PUBLIC RECORDS  
OF TRAVIS COUNTY, TEXAS.  
LOCATED ON PICADILLY DRIVE AND JOE BARBEE DRIVE.

PREPARED: APRIL 25, 2016.

BY

Holt Carson  
Registered Professional Land Surveyor No. 5166



LOT 1  
BLOCK A

500 Square Feet  
10' X 50' Sidewalk  
Easement

P.O.B.

PICADILLY DRIVE

HOLT CARSON, INCORPORATED  
PROFESSIONAL LAND SURVEYORS  
1904 FORTVIEW ROAD  
AUSTIN, TX 78704  
(512) 442-0990

Texas Licensed Surveying Firm Registration No. 10050700

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