

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF PFLUGERVILLE, TEXAS, AUTHORIZING THE LEASE AGREEMENT BETWEEN THE CITY OF PFLUGERVILLE AND CELLCO PARTNERSHIP DBA VERIZON WIRELESS FOR CITY LAND LOCATED AT 901 OLD AUSTIN-HUTTO ROAD; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Charter, Section 3.14., requires an ordinance to convey or lease or authorize the conveyance or lease of any city land; and

**WHEREAS**, the City desires to enter into a lease agreement with Cellco Partnership DBA Verizon Wireless for City Land for the purpose of installing, maintaining and operating communications equipment, effective on the Commencement Date, and ending five (5) years later, with automatic renewals until either party gives notice to the other party of their intent not to renew said lease agreement for the next five-year renewal; and

**WHEREAS**, the City Council has determined the granting of said lease agreement does not hinder the long-term use or development of the city-owned property for public purposes; and

**WHEREAS**, the City finds providing this land lease agreement substantially advances a legitimate interest of the City by enhancing telecommunications infrastructure within the City.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PFLUGERVILLE, TEXAS, THAT:**

The City Council of the City of Pflugerville hereby authorizes the City Attorney and City Manager to prepare all documents necessary to execute the lease agreement in the form attached hereto and as further modified if and as required in connection with the Project and the City Manager to execute any such document on behalf of the City.

**I. Description.**

The lease agreement attached in Exhibit "A" is a limited use agreement for the sole purpose of installing, maintaining and operating communications equipment, subject to additional limitations and conditions pursuant to the lease agreement. All such use of the leased premises shall be consistent with any and all applicable City ordinances, standards and policies.

**II. Severability.**

If any provision of the Ordinance is illegal, invalid, or unenforceable under present or future laws, the remainder of the Ordinance will not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision as similar in terms to the illegal, invalid, or unenforceable provision as is possible and is legal, valid, and enforceable will be added to this Ordinance.

III. Effective Date.

This Ordinance will take effect upon its adoption by the City Council and publication of the caption hereof in accordance with Section 3.15(d) of the City Charter.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF PFLUGERVILLE,  
TEXAS

by:

\_\_\_\_\_  
VICTOR GONZALES, Mayor

ATTEST:

\_\_\_\_\_  
KAREN THOMPSON, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
CHARLES E. ZECH, City Attorney  
DENTON NAVARRO ROCHA BERNAL & ZECH, PC

**EXHIBIT "A"**

# EXHIBIT A

## LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, between **City of Pflugerville**, with its principal offices located at 100 E. Main Street, Suite 300, Pflugerville, TX 78660, hereinafter designated LESSOR and **Cellco Partnership d/b/a Verizon Wireless** with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

### WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **GRANT.** In accordance with this Agreement, LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment ("Use") upon the Premises (as hereinafter defined), which are a part of that real property owned, leased or controlled by LESSOR at 901 Old Austin-Hutto Road, Pflugerville, TX 78660 (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The Premises are a portion of the Property and are approximately 1,600 square feet, and are shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSOR also granted to LESSEE the right to survey the Property and the Premises, and said survey is attached hereto as part of Exhibit "B" which is made a part hereof.

2. **INITIAL TERM.** This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for 5 years beginning on the Commencement Date (as hereinafter defined). The "Commencement Date" shall be the first day of the month after LESSEE begins installation of LESSEE's communications equipment. The parties agree to acknowledge the Commencement Date in writing.

3. **EXTENSIONS.** This Agreement shall automatically be extended for 4 additional 5-year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least 3 months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

4. **RENTAL.**

(a). Rental payments shall begin on the Commencement Date and be due at a total annual rental of **\$18,000.00**, to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at P.O. Box 589, Pflugerville, TX 78691 or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 20 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment may not be delivered by LESSEE until 90 days, at the latest, after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE. The annual rent for each five (5) year extension term shall increase ten (10%) percent over the annual rent due for the immediately preceding five (5) year term.

(b). For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE may not deliver rental payments for up to 90 days after the requested documentation has been received by LESSEE.

5. ACCESS/UTILITIES. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment along a right-of-way from the Premises to Sweet William Ln ("Access and Utility Easement"), together with the non-exclusive right-of-way from the Premises to Old Austin-Hutto Road (the "5' Wide Utility Easement"), and together with the non-exclusive right-of-way from the Premises to a point of demarcation on the Property (the "15' Wide Utility Easement"), each of which shall be depicted on Exhibit "B". Hereinafter, the Access and Utility Easement, 5' Wide Utility Easement and 15' Wide Utility Easement are collectively referred to as the "Easement". The LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services, provided however that any installation along the Access and Utility Easement and/or the 5' Wide Utility Easement shall be underground. In the event it is necessary, LESSOR agrees to grant LESSEE or the provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. Notwithstanding anything to the contrary, the Premises shall include such additional space, upon the written consent of LESSOR, which shall not be unreasonably withheld, conditioned or delayed, sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 27). Upon expiration or termination of this Agreement, the Easement or any easement granted hereunder shall automatically terminate and be of no further force or effect. LESSEE will be responsible for paying all utilities charges for electricity, telephone service or any other utility used or consumed by LESSEE on the Premises.

In the event any third-party utility is unable to use the Easement, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the third-party utility at no additional rent or consideration to the LESSEE, provided that LESSEE shall be responsible for any costs associated with the additional right-of-way and the location and manner (i.e. overhead or underground), shall be subject to the prior written approval of LESSOR, such approval not to be unreasonably withheld, conditioned or delayed. It is expressly acknowledged and agreed that independent third party providers of utility services, including but not limited to, fiber, electric and telephone, may utilize the above-referenced Easement for the installation of overhead and/or underground equipment, and all necessary appurtenances, necessary for the operation of LESSEE's or its subtenants' facilities without the execution of any further documentation. However, if required by the third-party provider, LESSOR agrees to execute a separate recordable document evidencing such rights without the payment of additional consideration.

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Premises is (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined and conditioned in Paragraph 24). However, with the exception of the foregoing representations and warranties, LESSEE takes the Premises AS IS, WHERE IS, AND WITH ALL FAULTS AND

DEFECTS, whether patent or latent. During the Term of this Agreement LESSEE will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted.

7. IMPROVEMENTS. The communications equipment including, without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit. Notwithstanding the foregoing right, any modification or expansion of the LESSEE's facilities that involves increasing the height of the tower structure shall contingent upon LESSEE obtaining applicable Government Approvals (as defined below) that may be required by any Government Entities, including, but not limited to, the City of Pflugerville.

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, environmental studies, or any other due diligence LESSEE chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to LESSEE's Use. Notwithstanding the foregoing, LESSOR, as a governmental entity, shall require LESSEE's compliance with all applicable federal, state and local laws and nothing herein shall be construed as a limitation of the LESSOR's regulatory authority nor as a waiver of sovereign immunity for any purpose.

9. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any geotechnical analysis is unsatisfactory to support LESSEE's Use and facilities; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) LESSOR, in its sole discretion, determines the premises is needed for a public purpose after the expiration of the second extension or (vii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion. This Agreement may also be terminated by either Party in accordance with Paragraph 22 below. After the initial 15 years of the Term, LESSOR may, unless otherwise stated, terminate this Agreement upon 18 months prior written notice to LESSEE in the event that LESSOR determines the Premises are needed for a public purposes, in LESSOR's sole and reasonable discretion.

10. INDEMNIFICATION. Subject to Paragraph 11, each Party and/or any successor and/or assignees thereof, to the extent authorized by law, SHALL INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY, AND/OR ANY SUCCESSORS AND/OR ASSIGNEES THEREOF, AGAINST (I) ANY AND ALL CLAIMS OF LIABILITY OR LOSS FROM PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM OR ARISING OUT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFYING PARTY, ITS EMPLOYEES, CONTRACTORS OR AGENTS, EXCEPT TO THE EXTENT SUCH CLAIMS OR DAMAGES MAY BE DUE TO OR CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE OTHER PARTY, OR ITS EMPLOYEES, CONTRACTORS OR AGENTS, AND (II) REASONABLE ATTORNEY'S FEES, EXPENSE, AND DEFENSE COSTS INCURRED BY THE INDEMNIFIED PARTY. Where a claim is the result of the concurrent acts of the Parties,

each Party shall be liable under this Paragraph 10 to the extent of its fault or liability therefor. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim that is subject to the indemnification obligations in Paragraph 10. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party. All indemnification obligations shall survive the termination or expiration of this Agreement. Notwithstanding the foregoing, nothing herein shall be deemed or construed to be a waiver of the LESSOR's governmental immunity for any purpose.

11. INSURANCE. The Parties agree that at their own cost and expense, each will maintain commercial general liability insurance with limits of \$2,000,000 for bodily injury (including death) and property damage each occurrence. The Parties agree to include the other Party as an additional insured as their interests may appear under this Agreement. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or the Property, resulting from any fire, or other casualty which is insurable under "Causes of Loss – Special Form" property damage insurance or for the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, even if any such fire or other casualty shall have been caused by the fault or negligence of the other Party. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

12. [RESERVED].

13. INTERFERENCE.

(a). LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE.

(b). Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Operations Center (at (800) 621-2622) or to LESSOR (at (512) 990-6301), the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

(c). The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. Upon expiration or within 90 days of earlier termination, LESSEE shall remove LESSEE's Communications Equipment (except footings) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and

acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent in accordance with Paragraph 15. If LESSEE fails to remove LESSEE's equipment within the removal period, LESSOR shall provide LESSEE with written notice of such failure. If LESSEE fails to remove the Equipment within sixty (60) days of LESSEE's receipt of such written notice, LESSOR may either (i) remove and store the Equipment at LESSEE's sole cost and expense, without being liable for any damage thereto, or (ii) deem the Equipment abandoned and take control of the Equipment.

15. HOLDOVER. If LESSEE holds over after the expiration or earlier termination of the Term, then this Agreement shall continue on a month to month basis at the then existing monthly rental rate or the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

16. RIGHT OF FIRST REFUSAL. If at any time after the Effective Date, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Premises and/or Easement or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR's Notice"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Premises and/or Easement and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third party offeror. LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer within 30 days after receipt of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this Paragraph shall survive any such conveyance to a third party.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Premises, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises and/or Easement, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

18. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and

warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easement, restrictions or other impediments of title that will adversely affect LESSEE's Use.

19. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. LESSEE may sublet the Premises and Easement in LESSEE's sole discretion, provided that any sublessee shall be required to comply with the terms of this Agreement. The Parties agree and acknowledge that failure of any applicable sublessee to comply with the terms of this Agreement may result in termination by LESSOR pursuant to Paragraph 22.

20. NOTICES. Except for notices permitted via telephone in accordance with Paragraph 13, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR:	City of Pflugerville ATTN: City Manager 100 East Main Street, Suite 300 Pflugerville, TX 78660
LESSEE:	Cellco Partnership d/b/a Verizon Wireless 180 Washington Valley Road Bedminster, New Jersey 07921 Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

21. SUBORDINATION AND NON-DISTURBANCE. Within 15 days of the Effective Date, LESSOR shall obtain a Non-Disturbance Agreement (as defined below) from existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's rights under

this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

22. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 22 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

23. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full amount within 30 days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full amount due against all fees due and owing to LESSOR under this Agreement until the full amount is fully reimbursed to LESSEE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR AS PROVIDED UNDER APPLICABLE LAW, IF LESSEE IS IN OCCUPANCY OF THE PREMISES, LESSOR SHALL NOT BE PERMITTED TO ENTER THE PREMISES, BLOCK LESSEE'S ACCESS TO THE PREMISES, OR ASSERT DOMINION OVER THE PREMISES EXCEPT IN STRICT COMPLIANCE WITH APPLICABLE JUDICIAL PROCESS.

24. ENVIRONMENTAL. LESSOR represents, to the best of LESSOR's knowledge and belief without having the benefit of an environmental site assessment that: (i) the Property, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint; and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Although this representation confirms the LESSOR's

good faith belief regarding the environmental condition of the Property, LESSOR specifically disclaims any warranty regarding the same. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety (“EH&S Laws”). LESSEE SHALL INDEMNIFY AND HOLD HARMLESS THE LESSOR FROM CLAIMS TO THE EXTENT RESULTING FROM LESSEE’S VIOLATION OF ANY APPLICABLE EH&S LAWS OR TO THE EXTENT THAT LESSEE CAUSES A RELEASE OF ANY REGULATED SUBSTANCE TO THE ENVIRONMENT. TO THE EXTENT AUTHORIZED BY LAW LESSOR SHALL INDEMNIFY AND HOLD HARMLESS LESSEE FROM ALL CLAIMS RESULTING FROM THE VIOLATION OF ANY APPLICABLE EH&S LAWS OR A RELEASE OF ANY REGULATED SUBSTANCE TO THE ENVIRONMENT EXCEPT TO THE EXTENT RESULTING FROM THE ACTIVITIES OF LESSEE. The Parties recognize that LESSEE is only leasing a small portion of the Property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE’s specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

25. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE’s Use, rent shall abate until LESSEE’S Use is restored. If LESSEE’s Use is not restored within 45 days, LESSEE may terminate this Agreement.

26. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE’s Use, LESSEE may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE’s communications equipment, relocation costs and, specifically excluding loss of LESSEE’s leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

27. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively “Laws”). LESSEE shall, in respect to the condition of the Premises and at LESSEE’s sole cost and expense, comply with (i) all Laws relating solely to LESSEE’s specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR’s obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

28. TAXES.

(a). LESSOR shall invoice and LESSEE shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on the LESSEE and required to be collected by the LESSOR based on any service, rental space, or equipment provided by the LESSOR to the LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on the LESSEE and required to be paid by the LESSEE that are directly attributable to the LESSEE’s equipment or LESSEE’s use and occupancy of the Premises. Payment shall be made by LESSEE within 60 days after presentation

of a receipted bill and/or assessment notice which is the basis for such taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to LESSOR's Property or any portion thereof, with the exception of those attributed to the LESSEE's equipment on the Premises, imposed by any Government Entity.

(b). LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

29. NON-DISCLOSURE. The Parties agree this Agreement and any information exchanged between the Parties regarding the Agreement are intended to be confidential but are subject to the Texas Public Information Act (Texas Government Code, Chapter 552). If a disclosure is required by law, prior to disclosure, the Party receiving a disclosure request shall notify the other Party of such disclosure request and that Party may take all desired actions legally available to maintain confidentiality.

30. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Venue for any claim or controversy arising under this Agreement shall be in any federal court having jurisdiction over Travis County, Texas. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

31. CITY OF PFLUGERVILLE CERTIFICATION. LESSEE acknowledges that LESSEE has fully read and understood the terms and conditions for eligibility to contract with the LESSOR pursuant to Chapter 38 of the City's Ordinances and certifies that LESSEE is in compliance with those local requirements. LESSEE further certifies and agrees that this Agreement is subject to said terms and conditions, which are incorporated herein by reference for all purposes.

[Signature page follows. The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**WITNESSES:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

**LESSOR:**

**City of Pflugerville**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**LESSEE:**

**Cellco Partnership d/b/a Verizon Wireless**

By: \_\_\_\_\_  
Name: Jacob Hamilton  
Title: Director-Network Field Engineering  
Date: \_\_\_\_\_

**EXHIBIT "A"**

**DESCRIPTION OF PROPERTY**



**SOLIS-KANAK & ASSOCIATES, INC.**  
**PROFESSIONAL LAND SURVEYORS**

Firm License  
No. 10140200

**Lessee**  
**Lease Area**  
**Pfennig**

Field notes for a for a 1600 square foot tract of land out of a called 4.000 acre tract of land in deed to The City of Pflugerville, Texas, recorded in Document No. 2003187793 Official Public Records, Travis County, Texas (OPRTCT), situated in the S. Eiselin Survey No. 4, Abstract No. 265, Travis County, Texas, and being more particularly described by metes and bounds as follows with all bearings being based on Texas State Plane Coordinates Central Zone (NAD 83);

**Commencing:** at a found  $\frac{5}{8}$ " iron bar (N 10135821.08, E 3155716.85) with cap (CM&N Survey 4453) lying on the east right-of-way (ROW) line of Old Austin Hutto Road (ROW varies, Volume 12618, Page 128 OPRTCT) marking the northwest corner of said 4.000 acre tract and the southwest corner of the remainder of a called 158.22 acre tract of land recorded in Volume 8394, Page 554 Deed Records, Travis County, Texas, from which a found  $\frac{5}{8}$ " iron bar (N 10135816.95, E 3155904.13) with cap (CM&N Survey 4453) marking an angle point on the north line of said 4.000 acre tract and the south line of the remainder of said 158.22 acre tract bears S 88° 44' 15" E (Bearing Basis), 187.32 feet (called S 85° 45' 22" E, 187.22 feet), and being N 17° 36' 32" E, 20.11 feet (called N 20° 15' 28" E, 20.00 feet from a found  $\frac{5}{8}$ " iron bar with cap (Illegible) lying on the east ROW line of said Old Austin Hutto Road, marking the southwest corner of said 4.000 acre tract and the northwest corner of a called 5.02 acre tract of land in deed to The City of Pflugerville, Texas, recorded in Document No. 2001005677 OPRTCT;

**Thence:** S 80° 29' 46" E, 679.50 feet, into said 4.000 acre tract to a set  $\frac{1}{2}$ " iron bar with cap (Solis-Kanak) for the northwest corner and the **Place of Beginning** of the herein described tract;

**Thence:** S 66° 01' 55" E, 40.00 feet, along the north line of the herein described tract, to a set  $\frac{1}{2}$ " iron bar with cap (Solis-Kanak), for the northeast corner of the herein described tract;

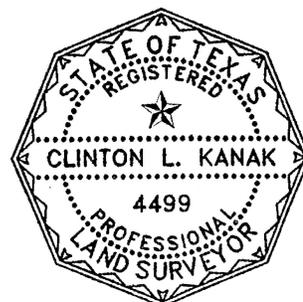
**Thence:** S 23° 58' 05" W, 40.00 feet, along the east line of the herein described tract, to a set  $\frac{1}{2}$ " iron bar with cap (Solis-Kanak) for the southeast corner of the herein described tract;

**Thence:** N 66° 01' 55" W, 40.00 feet, along the south line of the herein described tract, to a set  $\frac{1}{2}$ " iron bar with cap (Solis-Kanak) for the southwest corner of the herein described tract;

**Thence:** N 23° 58' 05" E, 40.00 feet, along the west line of the herein described tract, to the **Place of Beginning** and containing 1600 square feet of land more or less.

Note: This legal description was prepared in conjunction with a survey plat Job. No. 19-0009

Clinton L. Kanak, R.P.L.S.  
Registered Professional Land Surveyor, No. 4499  
Date: August 23, 2019  
G:\Jobs2019\19-0009\Field Notes LA.doc





**Lessee**  
**Access & Utility Easement A**  
**Pfennig**

Field notes for a for a 25 foot access and utility easement out of a called 4.000 acre tract of land in deed to The City of Pflugerville, Texas recorded in Document No. 2003187793 Official Public Records, Travis County, Texas (OPRTCT), situated in the S. Eiselin Survey No. 4, Abstract No. 265, Travis County, Texas, and being more particularly described by metes and bounds as follows with all bearings being based on Texas State Plane Coordinates Central Zone (NAD 83);

**Commencing:** at a found  $\frac{5}{8}$ " iron bar (N 10135821.08, E 3155716.85) with cap (CM&N Survey 4453) lying on the east right-of-way (ROW) line of Old Austin Hutto Road (ROW varies, Volume 12618, Page 128 OPRTCT) marking the northwest corner of said 4.000 acre tract and the southwest corner of the remainder of a called 158.22 acre tract of land recorded in Volume 8394, Page 554 Deed Records, Travis County, Texas, from which a found  $\frac{5}{8}$ " iron bar (N 10135816.95, E 3155904.13) with cap (CM&N Survey 4453) marking an angle point on the north line of said 4.000 acre tract and the south line of the remainder of said 158.22 acre tract bears S 88° 44' 15" E (Bearing Basis), 187.32 feet (called S 85° 45' 22" E, 187.22 feet), and being N 17° 36' 32" E, 20.11 feet (called N 20° 15' 28" E, 20.00 feet from a found  $\frac{5}{8}$ " iron bar with cap (Illegible); lying on the east ROW line of said Old Austin Hutto Road, marking the southwest corner of said 4.000 acre tract and the northwest corner of a called 5.02 acre tract of land in deed to The City of Pflugerville, Texas, recorded in Document No. 2001005677 OPRTCT;

**Thence:** S 63° 44' 05" E, 546.41 feet, across said 4.000 acre tract to a set 60d nail with disk (Solis-Kanak) for the southwest corner and the **Place of Beginning** of the herein described tract lying on the south line of said 4.000 acre tract and the north line of said 5.02 acre tract;

**Thence:** N 20° 11' 00" E, 33.37 feet, along the lower west line of the herein described tract, to a set 60d nail with disk (Solis-Kanak), for angle;

**Thence:** N 88° 01' 58" E, 126.39 feet, along the lower north line of the herein described tract, to a set 60d nail with disk (Solis-Kanak), for angle;

**Thence:** N 67° 20' 00" E, 24.32 feet, along the lower north line of the herein described tract, to a set 60d nail with disk (Solis-Kanak), for angle;

**Thence:** N 22° 29' 01" E, 45.39 feet, along the upper west line of the herein described tract, to a set 60d nail with disk (Solis-Kanak), for the northwest corner of the herein described tract, lying on the south line of a 1600 square foot lease area surveyed this same date;

**Thence:** S 66° 01' 55" E, 25.01 feet, along the south line of said lease area and the upper north line of the herein described tract, to a set  $\frac{1}{2}$ " iron bar with cap (Solis-Kanak) for the southeast corner of said lease area and the northeast corner of the herein described tract;

**Thence:** S 22° 29' 01" W, 55.05 feet, along the upper east line of the herein described tract, to a set 60d nail with disk (Solis-Kanak) for angle;

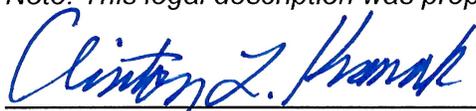
**Thence:** S 67° 20' 00" W, 39.20 feet, along the upper south line of the herein described tract, to a set 60d nail with disk (Solis-Kanak) for angle;

**Thence:** S 88° 01' 58" W, 114.14 feet, along the upper south line of the herein described tract, to a set 60d nail with disk (Solis-Kanak), for angle;

**Thence:** S 20° 11' 00" W, 18.30 feet, along the lower east line of the herein described tract, to a set 60d nail with disk (Solis-Kanak) for the southeast corner of the herein described tract, lying on the south line of said 4.000 acre tract, at the northeast corner of said 5.02 acre tract and at the northwest corner of Lot 1 Bohls Place, Section Four – B&C, recorded in Document No. 200000102 OPRTCT;

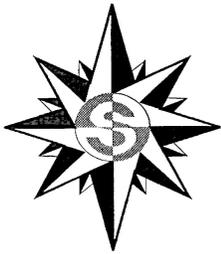
**Thence:** N 65° 49' 49" W, 25.06 feet, (called N 62° 44' 41" W), along the south line of said 4.000 acre tract, the north line of said 5.02 and the lower south line of the herein described tract to the **Place of Beginning** and containing 5,702 square feet of land more or less.

Note: This legal description was prepared in conjunction with a survey plat Job. No. 19-0009



Clinton L. Kanak, R.P.L.S.  
Registered Professional Land Surveyor, No. 4499  
Date: August 23, 2019  
G:\Jobs2019\19-0009\Field Notes A & UE A.doc





**Lessee**  
**15' Wide Utility Easement**  
**Pfennig**

Field notes for a for a 1595 square foot tract of land out of a called 4.000 acre tract of land in deed to The City of Pflugerville, Texas, recorded in Document No. 2003187793 Official Public Records, Travis County, Texas (OPRTCT), situated in the S. Eiselin Survey No. 4, Abstract No. 265, Travis County, Texas, and being more particularly described by metes and bounds as follows with all bearings being based on Texas State Plane Coordinates Central Zone (NAD 83);

**Commencing:** at a found  $\frac{5}{8}$ " iron bar (N 10135821.08, E 3155716.85) with cap (CM&N Survey 4453) lying on the east right-of-way (ROW) line of Old Austin Hutto Road (ROW varies, Volume 12618, Page 128 OPRTCT) marking the northwest corner of said 4.000 acre tract and the southwest corner of the remainder of a called 158.22 acre tract of land recorded in Volume 8394, Page 554 Deed Records, Travis County, Texas, from which a found  $\frac{5}{8}$ " iron bar (N 10135816.95, E 3155904.13) with cap (CM&N Survey 4453) marking an angle point on the north line of said 4.000 acre tract and the south line of the remainder of said 158.22 acre tract bears S 88° 44' 15" E (Bearing Basis), 187.32 feet (called S 85° 45' 22" E, 187.22 feet), and being N 17° 36' 32" E, 20.11 feet (called N 20° 15' 28" E, 20.00 feet from a found  $\frac{5}{8}$ " iron bar with cap (Illegible) lying on the east ROW line of said Old Austin Hutto Road, marking the southwest corner of said 4.000 acre tract and the northwest corner of a called 5.02 acre tract of land in deed to the City of Pflugerville, Texas, recorded in Document No. 2001005677 OPRTCT;

**Thence:** S 80° 29' 46" E, 679.50 feet, into said 4.000 acre tract to a set  $\frac{1}{2}$ " iron bar with cap (Solis-Kanak) for the northwest corner of a 1600 square foot lease area surveyed this same date and the southwest corner and the **Place of Beginning** of the herein described tract;

**Thence:** N 10° 11' 25" W, 101.25 feet, along the west line of the herein described tract, to a set 60d nail with disk (Solis-Kanak) for the northwest corner of the herein described tract;

**Thence:** N 79° 48' 35" E, 15.00 feet, along the north line of the herein described tract, to a set 60d nail with disk (Solis-Kanak) for the northeast corner of the herein described tract;

**Thence:** S 10° 11' 25" E, 111.43 feet, along the east line of the herein described tract, to a set 60d nail with disk (Solis-Kanak), for the southeast corner of the herein described tract lying on the north line of said lease area;

**Thence:** N 66° 01' 55" W, 18.13 feet, along the north line of said lease area and the south line of the herein described tract, to the **Place of Beginning** and containing 1595 square feet of land more or less.

Note: This legal description was prepared in conjunction with a survey plat Job. No. 19-0009

Clinton L. Kanak, R.P.L.S.  
Registered Professional Land Surveyor, No. 4499  
Date: August 23, 2019  
G:\Jobs2019\19-0009\Field Notes 15' Wide UE.doc

Page 1 of 1





**SOLIS-KANAK & ASSOCIATES, INC.**  
**PROFESSIONAL LAND SURVEYORS**

Firm License  
No. 10140200

**Lessee**  
**5 Foot Wide Utility Easement**  
**Pfennig**

Field notes for a for a 5 foot wide utility easement out of a called 4.000 acre tract of land in deed to The City of Pflugerville, Texas, recorded in Document No. 2003187793 Official Public Records, Travis County, Texas (OPRTCT), situated in the S. Eiselin Survey No. 4, Abstract No. 265, Travis County, Texas, and being more particularly described by metes and bounds as follows with all bearings being based on Texas State Plane Coordinates Central Zone (NAD 83);

**Beginning:** at a found  $\frac{5}{8}$ " iron bar (N 10135821.08, E 3155716.85) with cap (CM&N Survey 4453) lying on the east right-of-way (ROW) line of Old Austin Hutto Road (ROW varies, Volume 12618, Page 128 OPRTCT) marking the northwest corner of said 4.000 acre tract and the southwest corner of the remainder of a called 158.22 acre tract of land recorded in Volume 8394, Page 554 Deed Records, Travis County, Texas, being N 17° 36' 32" E, 20.11 feet (called N 20° 15' 28" E, 20.00 feet from a found  $\frac{5}{8}$ " iron bar with cap (Illegible) lying on the east ROW line of said Old Austin Hutto Road, marking the southwest corner of said 4.000 acre tract and the northwest corner of a called 5.02 acre tract of land in deed to The City of Pflugerville, Texas, recorded in Document No. 2001005677 OPRTCT;

**Thence:** S 88° 44' 15" E (Bearing Basis), 187.32 feet (called S 85° 45' 22" E, 187.22 feet), along the north line of said 4.000 acre tract, the south line of the remainder of said 158.22 acre tract and the north line of the herein described tract, to a found  $\frac{5}{8}$ " iron bar (N 10135816.95, E 3155904.13) with cap (CM & N Surveying 4453), for angle;

**Thence:** S 77° 23' 07" E, 494.83 feet, into said 4.000 acre tract, along the north line of the herein described tract, to a set  $\frac{1}{2}$ " iron bar with cap (Solis-Kanak) for the northwest corner of a 1600 square foot lease area surveyed this same date and the northeast corner of the herein described tract;

**Thence:** S 23° 58' 05" W, 5.10 feet, along the west line of said lease area and the east line of the herein described tract, to a set 60d nail with disk (Solis-Kanak) for the southeast corner of the herein described tract;

**Thence:** N 77° 23' 07" W, 493.33 feet, along the south line of the herein described tract, to a set 60d nail with disk (Solis-Kanak) for angle;

**Thence:** N 88° 44' 15" W, 188.29 feet, along the south line of the herein described tract, to a set 60d nail with disk (Solis-Kanak) for the southwest corner of the herein described tract lying on the east ROW line of said Old Austin Hutto Road and the west line of said 4.000 acre tract;

**Thence:** N 17° 36' 32" E, 5.21 feet, (called N 20° 15' 28" E), along the east line of said Old Austin Hutto Road, the west line of said 4.000 acre tract and the west line of the herein described tract, to the **Place of Beginning** and containing 3,410 square feet of land more or less.

Note: This legal description was prepared in conjunction with a survey plat Job. No. 19-0009

*Clinton L. Kanak*

Clinton L. Kanak, R.P.L.S.  
Registered Professional Land Surveyor, No. 4499  
Date: August 23, 2019  
G:\Jobs2019\19-0009\Field Notes 5' W UE.doc





**Lessee**  
**Access & Utility Easement B**  
**Pfennig**

Field notes for a for a 25 foot wide access & utility easement out of a called 5.02 acre tract of land in deed to The City of Pflugerville, Texas, recorded in Document No. 2001005677 Official Public Records, Travis County, Texas (OPRTCT), situated in the S. Eiselin Survey No. 4, Abstract No. 265, Travis County, Texas, and being more particularly described by metes and bounds as follows with all bearings being based on Texas State Plane Coordinates Central Zone (NAD 83);

**Commencing:** at a found  $\frac{5}{8}$ " iron bar (N 10135821.08, E 3155716.85) with cap (CM&N Survey 4453) lying on the east right-of-way (ROW) line of Old Austin Hutto Road (ROW varies Volume 12618, Page 128 OPRTCT) marking the northwest corner of a called 4.000 acre tract of land in deed to The City of Pflugerville, Texas, recorded in Document No. 20031887793 OPRTCT and the southwest corner of the remainder of a called 158.22 acre tract of land recorded in Volume 8394, Page 554 Deed Records, Travis County, Texas, from which a found  $\frac{5}{8}$ " iron bar (N 10135816.95, E 3155904.13) with cap (CM&N Survey 4453) marking an angle point on the north line of said 4.000 acre tract and the south line of the remainder of said 158.22 acre tract bears S 88° 44' 15" E (Bearing Basis), 187.32 feet (called S 85° 45' 22" E, 187.22 feet), and being N 17° 36' 32" E, 20.11 feet (called N 20° 15' 28" E, 20.00 feet from a found  $\frac{5}{8}$ " iron bar with cap (illegible) lying on the east ROW line of said Old Austin Hutto Road, marking the southwest corner of said 4.000 acre tract and the northwest corner of said 5.02 acre tract;

**Thence:** S 63° 44' 05" E, 546.41 feet, across said 4.000 acre tract to a set 60d nail with disk (Solis-Kanak) for the northwest corner and the **Place of Beginning** of the herein described tract lying on the south line of said 4.000 acre tract and the north line of said 5.02 acre tract;

**Thence:** S 65° 49' 49" E, 25.06 feet, (called S 62° 45' 27" E) along the south line of said 4.000 acre tract, the north line of said 5.02 acre tract and the north line of the herein described tract, to a set 60d nail with disk (Solis-Kanak) for the northeast corner of the herein described tract at the northeast corner of said 5.02 acre tract and at the northwest corner of Lot 1 Bohls Place, Section Four-B & C, recorded in Document No. 200000102 OPRTCT;

**Thence:** S 20° 11' 00" W, 126.17 feet (called S 23° 20' 31" W, 126.29 feet), along the east line of said 5.02 acre tract, the west line of said Lot 1 and the east line of the herein described tract, to a found  $\frac{1}{2}$ " iron bar at a non-tangent point of curvature lying on the north ROW line of Sweet William Ln (50' ROW) marking the southwest corner of said Lot 1, an exterior corner of said 5.02 acre tract and the southeast corner of the herein described tract;

**Thence:** in a northwesterly direction along the north line of said Sweet William, an interior line of said 5.02 acre tract and the south line of the herein described tract, with said curve to the right having a central angle of 51° 51' 26" (called 51° 01' 12"), a radius of 15.00 feet (called 15.00 feet), a length of 13.58 feet (called 13.62 feet), a chord bearing and length of N 39° 49' 55" W, 13.12 feet (called N 36° 44' 51" W, 13.16 feet), to a found  $\frac{1}{2}$ " iron bar for a point of reverse curvature to the left;

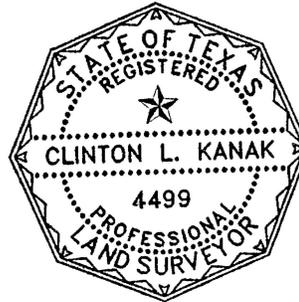
**Thence:** in a northwesterly direction, along the north line of said Sweet William Ln, an interior line of said 5.02 acre tract and the south line of the herein described tract, with said curve to the left having a central angle of 22° 10' 23", a radius of 50.00 feet (called 50.00 feet), a length of 19.35 feet, a chord bearing and distance of N 24° 59' 24" W, 19.23 feet, to a set 60d nail with disk (Solis-Kanak) for the southwest corner of the herein described tract;

**Thence:** N 20° 11' 00" E, 107.80 feet, along the west line of the herein described tract, to the **Place of Beginning** and containing 2,958 square feet of land more or less.

Note: This legal description was prepared in conjunction with a survey plat Job. No. 19-0009

*Clinton L. Kanak*

Clinton L. Kanak, R.P.L.S.  
Registered Professional Land Surveyor, No. 4499  
Date: August 23, 2019  
G:\Jobs2019\19-0009\Field Notes A & UE B.doc

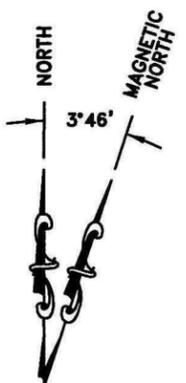
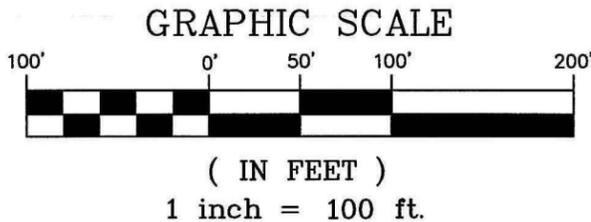
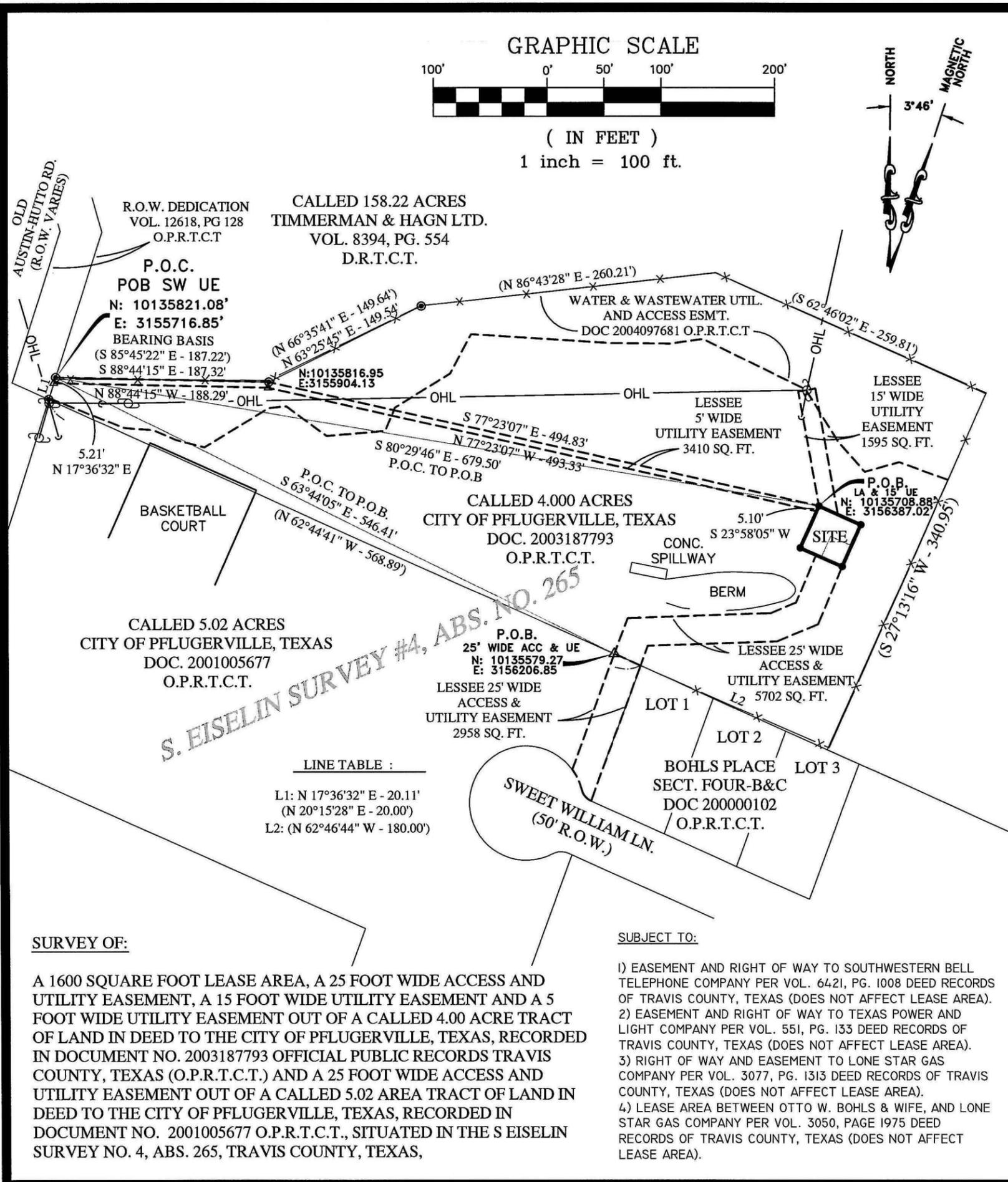


**EXHIBIT "B"**

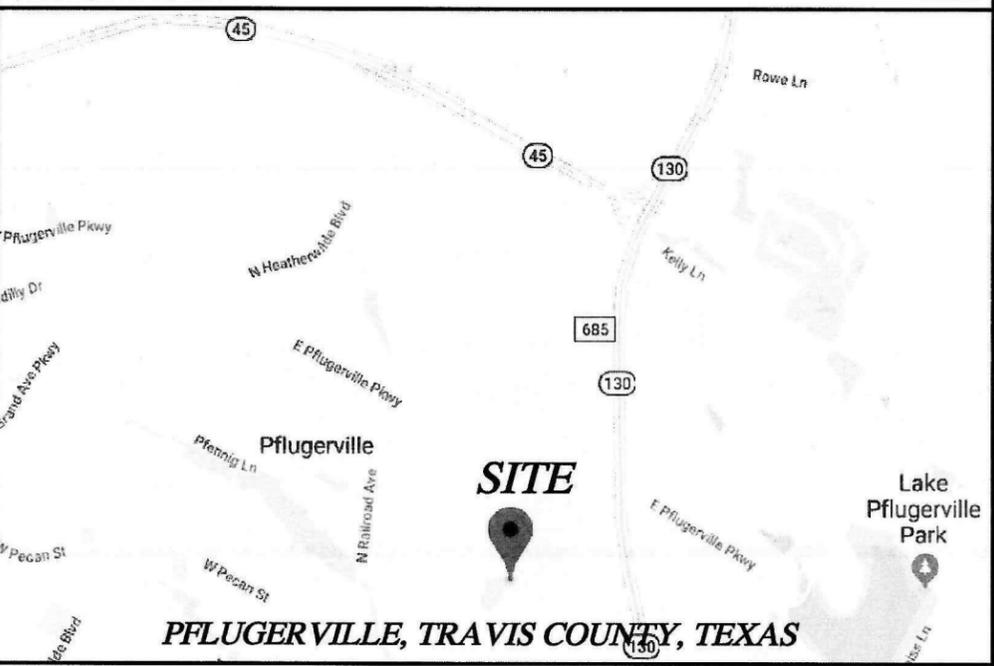
**DESCRIPTION OF THE PREMISES and EASEMENT**

**[See Attached]**

**NOTE:** LESSEE Premises may be referred to in the attached as "Lease Area".



**VICINITY MAP**



**LEGEND**

- ⊙ = FOUND 5/8" IRON BAR w/CAP "CMAN SURVEY 4453" UNLESS OTHERWISE NOTED
- = SET 1/2" IRON BAR w/ SOLIS-KANAK CAP
- △ = SET 600 NAIL w/ SOLIS-KANAK DISK UNLESS OTHERWISE NOTED
- ▲ = SET MAG NAIL w/DISK SOLIS-KANAK DISK UNLESS OTHERWISE NOTED
- = FOUND 1/2" IRON BAR
- ⊙ = UTILITY POLE
- OHL - = OVERHEAD LINE
- X - = WIRE FENCE
- ⊕ = FIRE HYDRANT
- ( ) = DENOTES BEARINGS & DISTANCES PER RECORD
- O.P.R.T.C.T. = OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

**FLOOD ZONE**

This property described above appears on the Federal Emergency Management Agency Flood Insurance Rate Map: FIRM 48453C0280J, Effective date August 18, 2014. This property lies in Zone "X" areas determined to be outside the 0.2% annual chance floodplain. No warranty expressed or implied is made regarding the accuracy of the National Flood Insurance Program Map.

**PROJECT INFORMATION**

SITE NAME: PFENNIG

OWNER/LESSOR NAME: CITY OF PFLUGERVILLE

SITE ADDRESS: 901 OLD AUSTIN HUTTO RD.  
PFLUGERVILLE, TEXAS

LATITUDE: 30° 26' 37.60" N LONGITUDE: 97° 36' 16.16" W

GROUND ELEVATION: 683.9' AMSL

LATITUDE NORTH : 30° 26' 37.60" 30° 26' 36.96"  
 LONGITUDE WEST : 97° 36' 16.16" 97° 36' 15.06"  
 SYSTEM : GEODETIC GEODETIC  
 DATUM TRANS : NAD 1983 NAD 1927  
 ELLIPSOID : GRS 1980 CLARK 1866

- NOTES:
- 1) ALL ELEVATIONS ARE MEAN SEA LEVEL. ( NORTH AMERICAN VERTICAL DATUM OF 1988 )
  - 2) METES AND BOUNDS DESCRIPTION PREPARED THIS DATE.
  - 3) THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF AN ABSTRACTOR'S CERTIFICATE (PROJECT # 20171609203) PREPARED BY PRECISE LAND RECORDS DATED FEBRUARY 21, 2019, AND AN ABSTRACTOR'S CERTIFICATE (PROJECT # 20171609203) PREPARED BY PRECISE LAND RECORDS DATED APRIL 18, 2019.
  - 4) BEARINGS BASED ON TEXAS STATE PLANE COORDINATES CENTRAL ZONE (NAD 83).

**SURVEY OF:**

A 1600 SQUARE FOOT LEASE AREA, A 25 FOOT WIDE ACCESS AND UTILITY EASEMENT, A 15 FOOT WIDE UTILITY EASEMENT AND A 5 FOOT WIDE UTILITY EASEMENT OUT OF A CALLED 4.00 ACRE TRACT OF LAND IN DEED TO THE CITY OF PFLUGERVILLE, TEXAS, RECORDED IN DOCUMENT NO. 2003187793 OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.) AND A 25 FOOT WIDE ACCESS AND UTILITY EASEMENT OUT OF A CALLED 5.02 AREA TRACT OF LAND IN DEED TO THE CITY OF PFLUGERVILLE, TEXAS, RECORDED IN DOCUMENT NO. 2001005677 O.P.R.T.C.T., SITUATED IN THE S EISELIN SURVEY NO. 4, ABS. 265, TRAVIS COUNTY, TEXAS,

- SUBJECT TO:**
- 1) EASEMENT AND RIGHT OF WAY TO SOUTHWESTERN BELL TELEPHONE COMPANY PER VOL. 6421, PG. 1008 DEED RECORDS OF TRAVIS COUNTY, TEXAS (DOES NOT AFFECT LEASE AREA).
  - 2) EASEMENT AND RIGHT OF WAY TO TEXAS POWER AND LIGHT COMPANY PER VOL. 551, PG. 133 DEED RECORDS OF TRAVIS COUNTY, TEXAS (DOES NOT AFFECT LEASE AREA).
  - 3) RIGHT OF WAY AND EASEMENT TO LONE STAR GAS COMPANY PER VOL. 3077, PG. 1313 DEED RECORDS OF TRAVIS COUNTY, TEXAS (DOES NOT AFFECT LEASE AREA).
  - 4) LEASE AREA BETWEEN OTTO W. BOHLS & WIFE, AND LONE STAR GAS COMPANY PER VOL. 3050, PAGE 1975 DEED RECORDS OF TRAVIS COUNTY, TEXAS (DOES NOT AFFECT LEASE AREA).

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY TO VERIZON WIRELESS, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS IN INTEREST THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY IB, CONDITION II SURVEY.

*Clinton L. Kanak*  
 CLINTON L. KANAK, R.P.L.S.  
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4499



**PFENNIG**  
**PFLUGERVILLE**  
**TRAVIS CO., TX**



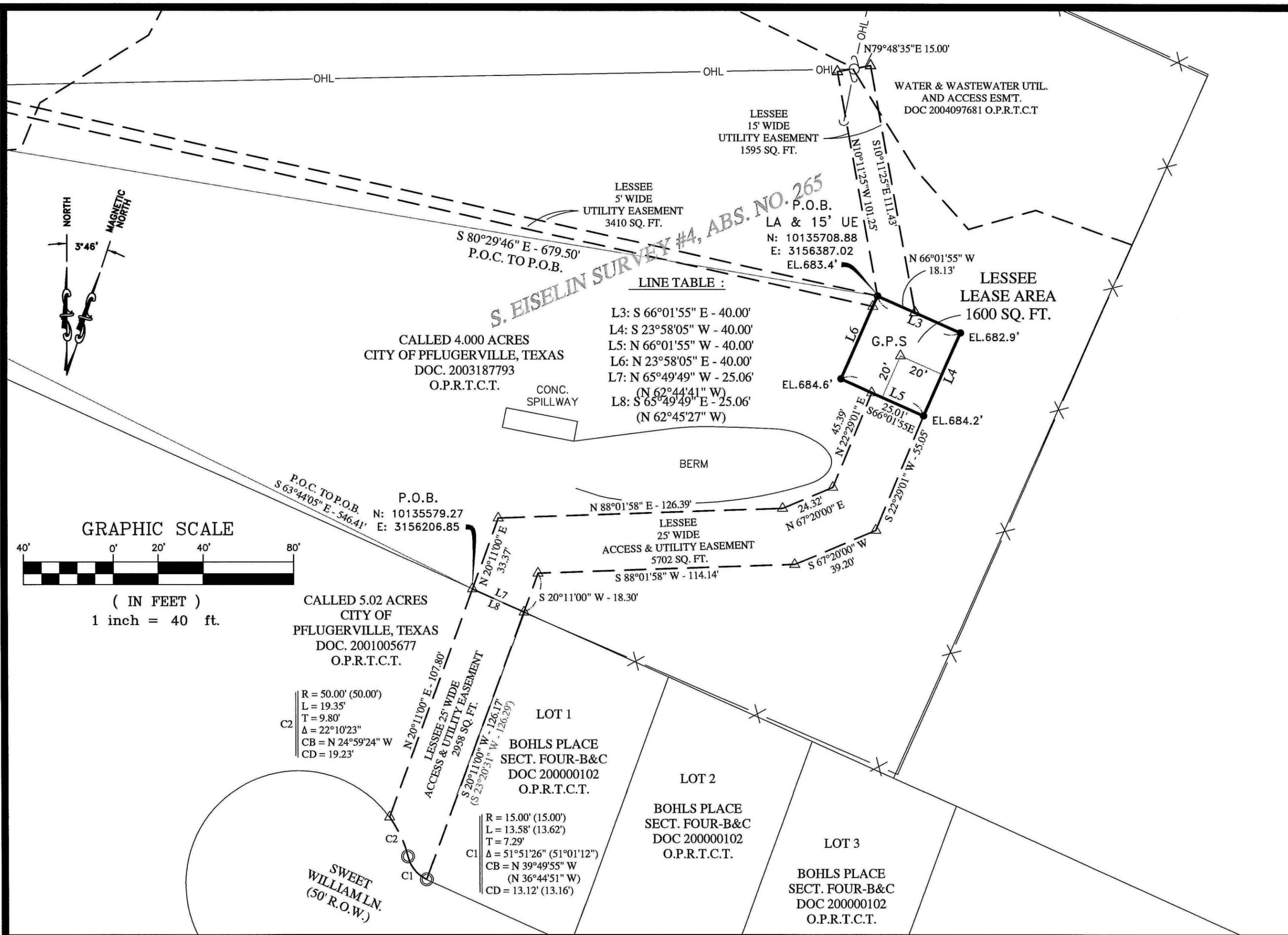
**Solis-Kanak & Associates, Inc.**  
 Professional Surveyors  
 FIRM LICENSE NO. 10140200  
 17500 FM 306  
 CANYON LAKE, TX 78133  
 (830) 935-4011 FAX (830) 935-4012



JOB NUMBER: 19-0009  
 DATE: 08-23-19  
 REV. 1: 05-01-2020  
 REVISED FLOOD ZONE

DRAWN BY: M.H.  
 REVISED BY:

**SHEET NO.**  
**1 of 3**



**PFENNIG  
 PFLUGERVILLE  
 TRAVIS CO., TX**



ArchComm Design, Inc. Architects  
 1840 Lockhill-Sulphur, Suite 101  
 San Antonio, Texas 78215  
 (210) 508-9905

**Solis-Kanak & Associates, Inc.**

*Professional Surveyors*  
 FIRM LICENSE NO. 10140200  
 17500 FM 306

CANYON LAKE, TX 78133  
 (830) 935-4011 FAX (830) 935-4012



JOB NUMBER: 19-0009  
 DATE: 08-23-19  
 REV. 1: 05-01-2020  
 REVISED FLOOD ZONE

DRAWN BY: M.H.  
 REVISED BY:

**SHEET NO.**  
**2 of 3**

Lessee  
Lease Area  
Pfennig

Field notes for a for a 1600 square foot tract of land out of a called 4.000 acre tract of land in deed to The City of Pflugerville, Texas, recorded in Document No. 2003187793 Official Public Records, Travis County, Texas (OPRTCT), situated in the S. Eiselin Survey No. 4, Abstract No. 265, Travis County, Texas, and being more particularly described by metes and bounds as follows with all bearings being based on Texas State Plane Coordinates Central Zone (NAD 83);

**Commencing:** at a found 5/8" iron bar (N 10135821.08, E 3155716.85) with cap (CM&N Survey 4453) lying on the east right-of-way (ROW) line of Old Austin Hutto Road (ROW varies, Volume 12618, Page 128 OPRTCT) marking the northwest corner of said 4.000 acre tract and the southwest corner of the remainder of a called 158.22 acre tract of land recorded in Volume 8394, Page 554 Deed Records, Travis County, Texas, from which a found 5/8" iron bar (N 10135816.95, E 3155904.13) with cap (CM&N Survey 4453) marking an angle point on the north line of said 4.000 acre tract and the south line of the remainder of said 158.22 acre tract bears S 88° 44' 15" E (Bearing Basis), 187.32 feet (called S 85° 45' 22" E, 187.22 feet), and being N 17° 36' 32" E, 20.11 feet (called N 20° 15' 28" E, 20.00 feet from a found 5/8" iron bar with cap (illegible) lying on the east ROW line of said Old Austin Hutto Road, marking the southwest corner of said 4.000 acre tract and the northwest corner of a called 5.02 acre tract of land in deed to The City of Pflugerville, Texas, recorded in Document No. 2001005677 OPRTCT;

**Thence:** S 80° 29' 46" E, 679.50 feet, into said 4.000 acre tract to a set 1/2" iron bar with cap (Solis-Kanak) for the northwest corner and the **Place of Beginning** of the herein described tract;

**Thence:** S 66° 01' 55" E, 40.00 feet, along the north line of the herein described tract, to a set 1/2" iron bar with cap (Solis-Kanak), for the northeast corner of the herein described tract;

**Thence:** S 23° 58' 05" W, 40.00 feet, along the east line of the herein described tract, to a set 1/2" iron bar with cap (Solis-Kanak) for the southeast corner of the herein described tract;

**Thence:** N 66° 01' 55" W, 40.00 feet, along the south line of the herein described tract, to a set 1/2" iron bar with cap (Solis-Kanak) for the southwest corner of the herein described tract;

**Thence:** N 23° 58' 05" E, 40.00 feet, along the west line of the herein described tract, to the **Place of Beginning** and containing 1600 square feet of land more or less.

Lessee  
15' Wide Utility Easement  
Pfennig

Field notes for a for a 1595 square foot tract of land out of a called 4.000 acre tract of land in deed to The City of Pflugerville, Texas, recorded in Document No. 2003187793 Official Public Records, Travis County, Texas (OPRTCT), situated in the S. Eiselin Survey No. 4, Abstract No. 265, Travis County, Texas, and being more particularly described by metes and bounds as follows with all bearings being based on Texas State Plane Coordinates Central Zone (NAD 83);

**Commencing:** at a found 5/8" iron bar (N 10135821.08, E 3155716.85) with cap (CM&N Survey 4453) lying on the east right-of-way (ROW) line of Old Austin Hutto Road (ROW varies, Volume 12618, Page 128 OPRTCT) marking the northwest corner of said 4.000 acre tract and the southwest corner of the remainder of a called 158.22 acre tract of land recorded in Volume 8394, Page 554 Deed Records, Travis County, Texas, from which a found 5/8" iron bar (N 10135816.95, E 3155904.13) with cap (CM&N Survey 4453) marking an angle point on the north line of said 4.000 acre tract and the south line of the remainder of said 158.22 acre tract bears S 88° 44' 15" E (Bearing Basis), 187.32 feet (called S 85° 45' 22" E, 187.22 feet), and being N 17° 36' 32" E, 20.11 feet (called N 20° 15' 28" E, 20.00 feet from a found 5/8" iron bar with cap (illegible) lying on the east ROW line of said Old Austin Hutto Road, marking the southwest corner of said 4.000 acre tract and the northwest corner of a called 5.02 acre tract of land in deed to the City of Pflugerville, Texas, recorded in Document No. 2001005677 OPRTCT;

**Thence:** S 80° 29' 46" E, 679.50 feet, into said 4.000 acre tract to a set 1/2" iron bar with cap (Solis-Kanak) for the northwest corner of a 1600 square foot lease area surveyed this same date and the southwest corner and the **Place of Beginning** of the herein described tract;

**Thence:** N 10° 11' 25" W, 101.25 feet, along the west line of the herein described tract, to a set 60d nail with disk (Solis-Kanak) for the northwest corner of the herein described tract;

**Thence:** N 79° 48' 35" E, 15.00 feet, along the north line of the herein described tract, to a set 60d nail with disk (Solis-Kanak) for the northeast corner of the herein described tract;

**Thence:** S 10° 11' 25" E, 111.43 feet, along the east line of the herein described tract, to a set 60d nail with disk (Solis-Kanak), for the southeast corner of the herein described tract lying on the north line of said lease area;

**Thence:** N 66° 01' 55" W, 18.13 feet, along the north line of said lease area and the south line of the herein described tract, to the **Place of Beginning** and containing 1595 square feet of land more or less.

Lessee  
5 Foot Wide Utility Easement  
Pfennig

Field notes for a for a 5 foot wide utility easement out of a called 4.000 acre tract of land in deed to The City of Pflugerville, Texas, recorded in Document No. 2003187793 Official Public Records, Travis County, Texas (OPRTCT), situated in the S. Eiselin Survey No. 4, Abstract No. 265, Travis County, Texas, and being more particularly described by metes and bounds as follows with all bearings being based on Texas State Plane Coordinates Central Zone (NAD 83);

**Beginning:** at a found 5/8" iron bar (N 10135821.08, E 3155716.85) with cap (CM&N Survey 4453) lying on the east right-of-way (ROW) line of Old Austin Hutto Road (ROW varies, Volume 12618, Page 128 OPRTCT) marking the northwest corner of said 4.000 acre tract and the southwest corner of the remainder of a called 158.22 acre tract of land recorded in Volume 8394, Page 554 Deed Records, Travis County, Texas, being N 17° 36' 32" E, 20.11 feet (called N 20° 15' 28" E, 20.00 feet from a found 5/8" iron bar with cap (illegible) lying on the east ROW line of said Old Austin Hutto Road, marking the southwest corner of said 4.000 acre tract and the northwest corner of a called 5.02 acre tract of land in deed to The City of Pflugerville, Texas, recorded in Document No. 2001005677 OPRTCT;

**Thence:** S 88° 44' 15" E (Bearing Basis), 187.32 feet (called S 85° 45' 22" E, 187.22 feet), along the north line of said 4.000 acre tract, the south line of the remainder of said 158.22 acre tract and the north line of the herein described tract, to a found 5/8" iron bar (N 10135816.95, E 3155904.13) with cap (CM & N Surveying 4453), for angle;

**Thence:** S 77° 23' 07" E, 494.83 feet, into said 4.000 acre tract, along the north line of the herein described tract, to a set 1/2" iron bar with cap (Solis-Kanak) for the northwest corner of a 1600 square foot lease area surveyed this same date and the northeast corner of the herein described tract;

**Thence:** S 23° 58' 05" W, 5.10 feet, along the west line of said lease area and the east line of the herein described tract, to a set 60d nail with disk (Solis-Kanak) for the southeast corner of the herein described tract;

**Thence:** N 77° 23' 07" W, 493.33 feet, along the south line of the herein described tract, to a set 60d nail with disk (Solis-Kanak) for angle;

**Thence:** N 88° 44' 15" W, 188.29 feet, along the south line of the herein described tract, to a set 60d nail with disk (Solis-Kanak) for the southwest corner of the herein described tract lying on the east ROW line of said Old Austin Hutto Road and the west line of said 4.000 acre tract;

**Thence:** N 17° 36' 32" E, 5.21 feet, (called N 20° 15' 28" E), along the east line of said Old Austin Hutto Road, the west line of said 4.000 acre tract and the west line of the herein described tract, to the **Place of Beginning** and containing 3,410 square feet of land more or less.

Lessee  
Access & Utility Easement A  
Pfennig

Field notes for a for a 25 foot access and utility easement out of a called 4.000 acre tract of land in deed to The City of Pflugerville, Texas recorded in Document No. 2003187793 Official Public Records, Travis County, Texas (OPRTCT), situated in the S. Eiselin Survey No. 4, Abstract No. 265, Travis County, Texas, and being more particularly described by metes and bounds as follows with all bearings being based on Texas State Plane Coordinates Central Zone (NAD 83);

**Commencing:** at a found 5/8" iron bar (N 10135821.08, E 3155716.85) with cap (CM&N Survey 4453) lying on the east right-of-way (ROW) line of Old Austin Hutto Road (ROW varies, Volume 12618, Page 128 OPRTCT) marking the northwest corner of said 4.000 acre tract and the southwest corner of the remainder of a called 158.22 acre tract of land recorded in Volume 8394, Page 554 Deed Records, Travis County, Texas, from which a found 5/8" iron bar (N 10135816.95, E 3155904.13) with cap (CM&N Survey 4453) marking an angle point on the north line of said 4.000 acre tract and the south line of the remainder of said 158.22 acre tract bears S 88° 44' 15" E (Bearing Basis), 187.32 feet (called S 85° 45' 22" E, 187.22 feet), and being N 17° 36' 32" E, 20.11 feet (called N 20° 15' 28" E, 20.00 feet from a found 5/8" iron bar with cap (illegible); lying on the east ROW line of said Old Austin Hutto Road, marking the southwest corner of said 4.000 acre tract and the northwest corner of a called 5.02 acre tract of land in deed to The City of Pflugerville, Texas, recorded in Document No. 2001005677 OPRTCT;

**Thence:** S 63° 44' 05" E, 546.41 feet, across said 4.000 acre tract to a set 60d nail with disk (Solis-Kanak) for the southwest corner and the **Place of Beginning** of the herein described tract lying on the south line of said 4.000 acre tract and the north line of said 5.02 acre tract;

**Thence:** N 20° 11' 00" E, 33.37 feet, along the lower west line of the herein described tract, to a set 60d nail with disk (Solis-Kanak), for angle;

**Thence:** N 88° 01' 58" E, 126.39 feet, along the lower north line of the herein described tract, to a set 60d nail with disk (Solis-Kanak), for angle;

**Thence:** N 67° 20' 00" E, 24.32 feet, along the lower north line of the herein described tract, to a set 60d nail with disk (Solis-Kanak), for angle;

**Thence:** N 22° 29' 01" E, 45.39 feet, along the upper west line of the herein described tract, to a set 60d nail with disk (Solis-Kanak), for the northwest corner of the herein described tract, lying on the south line of a 1600 square foot lease area surveyed this same date;

**Thence:** S 66° 01' 55" E, 25.01 feet, along the south line of said lease area and the upper north line of the herein described tract, to a set 1/2" iron bar with cap (Solis-Kanak) for the southeast corner of said lease area and the northeast corner of the herein described tract;

**Thence:** S 22° 29' 01" W, 55.05 feet, along the upper east line of the herein described tract, to a set 60d nail with disk (Solis-Kanak) for angle;

**Thence:** S 67° 20' 00" W, 39.20 feet, along the upper south line of the herein described tract, to a set 60d nail with disk (Solis-Kanak) for angle;

**Thence:** S 88° 01' 58" W, 114.14 feet, along the upper south line of the herein described tract, to a set 60d nail with disk (Solis-Kanak), for angle;

**Thence:** S 20° 11' 00" W, 18.30 feet, along the lower east line of the herein described tract, to a set 60d nail with disk (Solis-Kanak) for the southeast corner of the herein described tract, lying on the south line of said 4.000 acre tract, at the northeast corner of said 5.02 acre tract and at the northwest corner of Lot 1 Bohls Place, Section Four - B&C, recorded in Document No. 200000102 OPRTCT;

**Thence:** N 65° 49' 49" W, 25.06 feet, (called N 62° 44' 41" W), along the south line of said 4.000 acre tract, the north line of said 5.02 and the lower south line of the herein described tract to the **Place of Beginning** and containing 5,702 square feet of land more or less.

Lessee  
Access & Utility Easement B  
Pfennig

Field notes for a for a 25 foot wide access & utility easement out of a called 5.02 acre tract of land in deed to The City of Pflugerville, Texas, recorded in Document No. 2001005677 Official Public Records, Travis County, Texas (OPRTCT), situated in the S. Eiselin Survey No. 4, Abstract No. 265, Travis County, Texas, and being more particularly described by metes and bounds as follows with all bearings being based on Texas State Plane Coordinates Central Zone (NAD 83);

**Commencing:** at a found 5/8" iron bar (N 10135821.08, E 3155716.85) with cap (CM&N Survey 4453) lying on the east right-of-way (ROW) line of Old Austin Hutto Road (ROW varies Volume 12618, Page 128 OPRTCT) marking the northwest corner of a called 4.000 acre tract of land in deed to The City of Pflugerville, Texas, recorded in Document No. 20031887793 OPRTCT and the southwest corner of the remainder of a called 158.22 acre tract of land recorded in Volume 8394, Page 554 Deed Records, Travis County, Texas, from which a found 5/8" iron bar (N 10135816.95, E 3155904.13) with cap (CM&N Survey 4453) marking an angle point on the north line of said 4.000 acre tract and the south line of the remainder of said 158.22 acre tract bears S 88° 44' 15" E (Bearing Basis), 187.32 feet (called S 85° 45' 22" E, 187.22 feet), and being N 17° 36' 32" E, 20.11 feet (called N 20° 15' 28" E, 20.00 feet from a found 5/8" iron bar with cap (illegible) lying on the east ROW line of said Old Austin Hutto Road, marking the southwest corner of said 4.000 acre tract and the northwest corner of said 5.02 acre tract;

**Thence:** S 63° 44' 05" E, 546.41 feet, across said 4.000 acre tract to a set 60d nail with disk (Solis-Kanak) for the northwest corner and the **Place of Beginning** of the herein described tract lying on the south line of said 4.000 acre tract and the north line of said 5.02 acre tract;

**Thence:** S 65° 49' 49" E, 25.06 feet, (called S 62° 45' 27" E) along the south line of said 4.000 acre tract, the north line of said 5.02 acre tract and the north line of the herein described tract, to a set 60d nail with disk (Solis-Kanak) for the northeast corner of the herein described tract at the northeast corner of said 5.02 acre tract and at the northwest corner of Lot 1 Bohls Place, Section Four-B & C, recorded in Document No. 200000102 OPRTCT;

**Thence:** S 20° 11' 00" W, 126.17 feet (called S 23° 20' 31" W, 126.29 feet), along the east line of said 5.02 acre tract, the west line of said Lot 1 and the east line of the herein described tract, to a found 1/2" iron bar at a non-tangent point of curvature lying on the north ROW line of Sweet William Ln (50' ROW) marking the southwest corner of said Lot 1, an exterior corner of said 5.02 acre tract and the southeast corner of the herein described tract;

**Thence:** in a northwesterly direction along the north line of said Sweet William, an interior line of said 5.02 acre tract and the south line of the herein described tract, with said curve to the right having a central angle of 51° 51' 26" (called 51° 01' 12"), a radius of 15.00 feet (called 15.00 feet), a length of 13.58 feet (called 13.62 feet), a chord bearing and length of N 39° 49' 55" W, 13.12 feet (called N 36° 44' 51" W, 13.16 feet), to a found 1/2" iron bar for a point of reverse curvature to the left;

**Thence:** in a northwesterly direction, along the north line of said Sweet William Ln, an interior line of said 5.02 acre tract and the south line of the herein described tract, with said curve to the left having a central angle of 22° 10' 23", a radius of 50.00 feet (called 50.00 feet), a length of 19.35 feet, a chord bearing and distance of N 24° 59' 24" W, 19.23 feet, to a set 60d nail with disk (Solis-Kanak) for the southwest corner of the herein described tract;

**Thence:** N 20° 11' 00" E, 107.80 feet, along the west line of the herein described tract, to the **Place of Beginning** and containing 2,958 square feet of land more or less.

**PFENNIG**  
**PFLUGER VILLE**  
**TRAVIS CO., TX**



ArchComm Design, Inc. Architects  
1840 Lockhill-Salinas, Suite 101  
San Antonio, Texas 78213  
(210) 308-9905

**Solis-Kanak & Associates, Inc.**

**Professional Surveyors**

FIRM LICENSE NO. 10140200

17500 FM 306

CANYON LAKE, TX 78133

(830) 935-4011 FAX (830) 935-4012



**JOB NUMBER: 19-0009**

**DATE: 08-23-19**  
**REV. I: 05-01-2020**  
**REVISED FLOOD ZONE**

**DRAWN BY: M.H.**

**REVISED BY:**

**SHEET NO.**  
**3 of 3**