

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

EASEMENT AGREEMENT

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

GRANT OF EASEMENT:

THE CITY OF PFLUGERVILLE, a Texas home rule municipality with offices located at **100 East Main Street, Pflugerville, Travis County, Texas 78660** (“Grantor”), for the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey to **MICHAEL STUBBLEFIELD and LOUISE STUBBLEFIELD, 3508 E. Pflugerville Parkway, Pflugerville, Texas 78660** (“Grantee”), an easement and right-of-way (“Easement”) upon and across the property of Grantor which is more particularly described on Exhibit ”A”, attached hereto and incorporated herein by reference (“Easement Tract”).

Reservations from Conveyance: Grantor reserves for itself, its successors and assigns the conditions described in the section below, set out as “*Terms and Conditions.*”

Exceptions to Warranty: This conveyance is made by Grantor and accepted by Grantee subject to any and all existing easements, covenants, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, relating to the Easement Property, to the extent, and only to the extent, that the same may still be in force and effect, and either shown of record in the office of the County Clerk of Travis County, Texas, or that may be apparent on the Easement Property.

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below.

Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof; save and except the aforementioned Reservations from Conveyance; and Exceptions to Warranty.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. Definitions: For the purposes of this grant of Easement certain terms shall have the meanings that follow:

- a) “*Benefitted Property*”, means the tract assigned the address 3508 E. Pflugerville Parkway, Pflugerville, Texas, and that is more fully described on **Exhibit “A”**.
 - b) “*Burdened Property*” means the tract for which the City of Pflugerville holds title and on which the Facilities are located, and which the City of Pflugerville holds title as depicted on **Exhibit “A”**.
 - c) “*Facilities*” means existing constructed driveways.
 - d) “*Holder*” means Grantee and Grantee's heirs, successors and assigns who at any time own any interest in the “Benefitted Property” and the conveyance that is subject to the terms of this agreement.
 - e) “*Public Road*” means Pflugerville Parkway.
2. *Character of Easement.* The Easement granted herein is an “appurtenant easement,” and serves the “Benefitted Property”. Therefore, the Easement rights herein granted shall pass to Grantee's successors and assigns to the Benefitted Property, subject to all of the Terms hereof.
 3. *Purpose of easement and permitted uses:* The Easement shall be used for ingress and egress from the Benefitted Property to the Public Road. Such ingress and egress shall be limited to vehicular and pedestrian traffic generated by the current use of the property, which is “single-family residential.”
 4. *Duration of Easement.* Easement shall be in perpetuity unless abandoned by the Holder, or otherwise diminished or terminated in accordance with provisions herein.
 5. *Reservation of Rights.* Holder’s right to use the Easement Property is nonexclusive, and Grantor and Grantor’s heirs, successors, and assigns retain the right to use all or part of the Easement Property in conjunction with Holder, for any purpose, as long as such use by Grantor and Grantor’s heirs, successors, and assigns does not interfere with the use of the Easement Property by Holder for the Easement Purpose described in section 3. This reservation shall include the right to convey to others the right to use all or part of the Easement Property in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement. Grantor’s reservation of rights include, but are not limited to the right to improve Easement Property, for Grantor’s use, provided such improvements or use does not unreasonably interfere with Holder’s use.
 6. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of Holder. Holder has the right to eliminate any encroachments, into the

Easement Property, that may directly and negatively, impact Holder's ingress and egress to and from the Benefitted Property. Holder has the right to maintain, repair, replace, and remove the Facilities across any portion of the Easement Property; provided: (i) such maintenance, repair, replacement or removal is approved by the Grantor, such approval not to be unreasonably withheld; (ii) Holder is compliance with all terms and conditions of this Agreement; and (iii) Holder is in compliance with all City of Pflugerville ordinances, resolutions, rules and regulations and all applicable Federal, State, and County laws.

7. *Grantor's improvement to the Public Road or the Burdened Property.* Grantor shall retain the right to temporarily close the drive-ways in order to make improvements to the Public Road or the Burdened Property. Such closure shall be sequential, so as to provide ingress and egress to the Benefitted Property at all times; however, in the event of extraordinary circumstances, as determined by Grantor, both drive-ways may be temporarily closed; provided, further, that Grantor provides alternative access to the Public Road during such closure of both driveways. In the event the Public Road is expanded on the Burdened Tract, the area of the Easement granted herein shall be reduced so that the Facilities shall abut the new expanded roadway pavement.
8. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.
9. *Attorney's Fees.* Each side shall pay its own attorney fees regardless of outcome of any dispute or litigation.
10. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.
11. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.
12. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

13. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.
14. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.
15. *Integration.* This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.
16. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.
17. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

IN WITNESS WHEREOF, this instrument is executed this ____ day of _____,
2013.

[Signatures On Following Pages]

GRANTOR:

CITY OF PFLUGERVILLE, TEXAS
a Texas Home-Rule Municipality

By: _____
BRANDON WADE, City Manager

ATTEST:

KAREN THOMPSON, City Secretary

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2013, by BRANDON WADE, City Manager of the City of Pflugerville, Texas, a Texas home-rule municipality, on behalf of said municipality.

NOTARY PUBLIC, STATE OF TEXAS

ACCEPTED BY GRANTEE:

MICHAEL STUBBLEFIELD

LOUISE STUBBLEFIELD

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2013, by MICHAEL STUBBLEFIELD, an individual residing in Travis County, Texas.

NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2013, by LOUISE STUBBLEFIELD, an individual residing in Travis County, Texas.

NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

EASEMENT TRACT