

CAUSE NO. C-1-CV-16-002903

THE CITY OF PFLUGERVILLE, TEXAS	§	EMINENT DOMAIN PROCEEDINGS
<i>Plaintiff</i>	§	
	§	
v.	§	PROBATE COURT NO. 1
	§	
	§	
IRBY MAX FORD	§	
<i>Defendant</i>	§	TRAVIS COUNTY, TEXAS

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SETTLEMENT AND RELEASE AGREEMENT

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The parties to this Settlement and Release Agreement are as follows:

“PLAINTIFF” – refers to and includes THE CITY OF PFLUGERVILLE, TEXAS (hereinafter referred to as the “PLAINTIFF” and/or “the CITY”), a governmental entity organized and existing under the laws of the State of Texas, including its successors in interest, agents, officials, council members, employees, and assigns, council members, agents, representatives, employees, and predecessors and successors in interest, as well as its heirs, assigns, devisees, administrators and executors.

DEFENDANT – refers to IRBY MAX FORD (hereinafter referred to as the “DEFENDANT” and/or “FORD”), as well as his heirs, assigns, devisees, administrators and executors and all persons or entities who may claim by, through or under them, either directly or indirectly, as a result of any of the claims which were asserted on which could have been asserted against DEFENDANT in connection with the matters related to the property located on Weiss Lane, Pflugerville, Travis County, Texas.

PLAINTIFF and DEFENDANTS shall be referred to jointly as the “PARTIES.”

**RECITALS**

Whereas, PLAINTIFF filed a lawsuit styled and numbered *The City of Pflugerville, Texas v. Irby Max Ford*, Cause No. C-1-CV-16-002903 in Probate Court No. 1, Travis County, Texas on March 28, 2016 that due to public necessity and the right under law to appropriate private property for the construction of the Weiss Lane Roadway And Utility Infrastructure Improvement Project being described as a 6,676 square foot tract; a 3,338 square foot tract; and a 5,007 square foot tract; all three tracts of land situated in the Joseph Wehl Survey No. 8, ABSTRACT 802, Travis County, Texas being a portion of that certain 2.0 acre tract described as Tract 2 in a special warranty deed conveyed to Irby Max Ford, of record in volume 11526, page 796, of the real property records of Travis County, Texas (hereinafter referred to as “Ford Property”); and,

Whereas, the PARTIES desire to enter into this Settlement and Release Agreement in full settlement and discharge of all actual claims and claims that could have been raised or discovered against DEFENDANT by reason of the incidents described in PLAINTIFF's pleadings; all claims of any kind or character whatsoever arising out of or for alleged condemnation from the beginning of time to the date of this Settlement and Release Agreement; and the foregoing recitals.

NOW, THEREFORE, the PARTIES agree as follows:

#### **1.0 Release and Discharge**

A. In consideration of the payment set forth in Section 2.0, PLAINTIFF hereby completely releases and forever discharges DEFENDANT from any and all past, present or future claims, demands, obligations, actions, causes of action vested or contingent, rights, damages, costs, losses of services, loss of consortium, expenses and compensation of any nature whatsoever, whether based on a state or federal statute, tort, contract or other theory of recovery, which the PLAINTIFF now has, or which may hereafter accrue or otherwise be acquired, on account of, or may in any way grow out of the incidents described in PLAINTIFF's pleadings, and the recitals above, including without limitation, any and all known or unknown claims alleged by the PLAINTIFF specifically including but not limited to all claims under *Plaintiff's Original Statement and Petition for Condemnation* in the above referenced cause.

B. This release and discharge shall also apply to DEFENDANT's past, present and future heirs, assigns, devisees, administrators, executors, attorneys, agents, servants, representatives, employees, partners, predecessors, successors in interest and assigns.

C. This release on the part of the PLAINTIFF shall be a fully binding and complete settlement by the PLAINTIFF including its successors in interest, agents, officials, council members, employees, and assigns, council members, agents, representatives, employees, and predecessors and successors in interest, as well as their heirs, assigns, devisees, administrators and executors.

D. PLAINTIFF acknowledges and agrees that the release and discharge set forth above is a general release. PLAINTIFF expressly waives and assumes the risk of any and all claims for damages which exist as of this date, but of which the PLAINTIFF did not now know or suspect to exist, for any reason whatsoever, and which, if known, would materially affect PLAINTIFF's decision to enter into this Settlement and Release Agreement.

E. DEFENDANT agrees that he accepts payment of the sum and other consideration specified herein as a complete compromise of matters involving disputed issues of law, fact and damages. It is understood and agreed by the PARTIES that this settlement is a compromise of a disputed claim, and the payment is not to be construed as an admission of liability on the part of the DEFENDANT by whom liability is expressly denied.

F. DEFENDANT further agrees that he shall cooperate in the preparation, execution and filing of paperwork to dismiss said proceedings and any necessary motion to dismiss any and all claims contained or which could have been contained in the case styled and numbered *The City of Pflugerville, Texas v. Irby Max Ford*, Cause No. C-1-CV-16-002903 in Probate Court No. 1, Travis County, Texas.

G. PLAINTIFF WARRANTS REPRESENTS AND PROMISES TO HOLD HARMLESS DEFENDANTS AND ALL DEFENDANTS' HEIRS, EMPLOYEES, AGENTS, AND SERVANTS FROM ANY AND ALL LIENS OR ENCUMBRANCES AGAINST THE CLAIMS ASSERTED HEREIN, THE SETTLEMENT PROCEEDS PAID HEREUNDER.

## **2.0 Payment and Other Consideration**

A. In consideration of the release set forth above,

(i) PLAINTIFF agrees that within ten (10) days of receipt of a finalized copy of this Agreement it will cause to be paid the total sum of SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$65,000.00), for the easement and any damages to the remainder, payable to IRBY MAX FORD in consideration of all DEFENDANT's claims of every kind and nature, to be reported per Form 1099; and

(ii) The PARTIES agree to the following:

- a. DEFENDANT agrees to execute and the City agrees to accept the Public Utility Easement Agreement, Water Line Easement Agreement and Special Warrant Deed attached as Exhibit A, B and C.
- b. The PARTIES acknowledge that the subject property receives water services through the Manville Water Supply Corporation and the PLAINTIFF has no authority to regulate water service fees related to the subject property.
- c. The PARTIES acknowledge that the sewer line to be constructed is a force main which is not designed for residential sewer services and no sewer service fees can be assessed until such time, if ever, that a residential sewer line is constructed which is capable of servicing residential customers.

B. Payment in the foregoing amount and other consideration is intended to cover any and all claims for damages alleged by DEFENDANT or which could have been alleged, as well as any and all claims for DEFENDANT's attorney's fees and costs of court.

C. Notwithstanding any of the above paragraphs, it is specifically and expressly agreed and understood that PLAINTIFF specifically agrees to pay out of the consideration stated above any and all claims by the Government of the United States of America, any state, or any other political subdivision, any other individual or entity which has now or will in the future assert claims or liens for any and all property, tax, medical bills, and all other expenses of any kind or nature whatsoever, incurred or to be incurred, by or on behalf of DEFENDANT, as a

result of, or in any way resulting from, the incidents made the basis of this agreement. It is also specifically and expressly understood that PLAINTIFF shall owe no duty to DEFENDANT to counsel him regarding the management or investment of any sum of money paid to him in accordance with this agreement. It is further specifically and expressly agreed and understood that DEFENDANT will pay out of the consideration stated above any and all of DEFENDANT's attorney's fees, expenses, and costs incurred in this matter.

### **3.0 Acknowledgment of Settlement Terms & Conditions**

A. In entering into this Settlement and Release Agreement, DEFENDANT represents that the terms of this Settlement and Release Agreement are fully understood and voluntarily accepted by DEFENDANT.

B. DEFENDANT represents that he has had an opportunity to consult with an attorney before executing this Settlement and Release Agreement.

C. DEFENDANT agrees that the terms of the Agreement are confidential. DEFENDANT also agrees not to tell anyone about this Settlement and Release Agreement and not to disclose any information contained in this Agreement to anyone, other than his Attorney(s) and/or financial advisor, unless he is compelled to do so by law. If DEFENDANT tells his attorney(s) and/or financial advisor about this Agreement or its contents, he must immediately tell them that they must keep it confidential as well.

### **4.0 Delivery of Dismissal with Prejudice**

A. Upon execution of this Settlement and Release Agreement, DEFENDANT shall cooperate in filing the necessary paperwork to dismiss pending claims filed in the case styled and numbered *The City of Pflugerville, Texas v. Irby Max Ford*, Cause No. C-1-CV-16-002903 in Probate Court No. 1, Travis County, Texas, to secure a dismissal of this litigation and appeal with prejudice.

B. DEFENDANT hereby authorizes Counsel for PLAINTIFF to file the necessary dismissal documents with the Court and secure an order dismissing this lawsuit.

### **5.0 Warranty of Capacity to Execute Agreement**

DEFENDANT represents, warrants and contracts that no other person, attorney, law firm or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this Settlement and Release Agreement, except as otherwise set forth herein or that if any such interest exists, it will be fully satisfied with these settlement proceeds; that DEFENDANT has the sole right and exclusive authority to execute this Settlement and Release Agreement and receive the sums specified in it; and that DEFENDANT has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Settlement and Release Agreement. It is DEFENDANT's specific intent that PLAINTIFF shall not be subjected or exposed to any liability whatsoever, and is specifically indemnified by DEFENDANT against any claims for contribution, indemnity,

subrogation, negligence, sole negligence, concurrent negligence, gross negligence, malice, intentional tort, or otherwise, to any person, firm, corporation, or other legal or business entity in any way connected with or arising from the alleged injuries or damages suffered as a result of the incidents giving rise to this Release.

#### **6.0 Governing Law**

This Settlement and Release Agreement shall be construed and interpreted in accordance with the laws of the State of Texas with venue in Travis County.

#### **7.0 Additional Documents**

DEFENDANT agrees to cooperate fully and execute any and all supplementary documents and to take all additional action necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement and Release Agreement.

#### **8.0 Effectiveness**

This Settlement and Release Agreement shall become effective immediately following execution by the DEFENDANT.

*Remainder of page intentionally left blank.*

**APPROVED AS TO FORM AND CONTENT:**

STATE OF TEXAS

§  
§  
§

COUNTY OF TRAVIS

*Irby Max Ford*  
IRBY MAX FORD

This Settlement and Release Agreement was acknowledged before me by IRBY MAX FORD on the 12<sup>th</sup> day of August, 2016.



*Elizabeth A. Tyner*  
NOTARY PUBLIC, STATE OF TEXAS

**DENTON NAVARRO ROCHA BERNAL HYDE & ZECH**

A Professional Corporation

2500 West William Cannon Drive, Suite 609

Austin, Texas 78745

Telephone: (512) 279-6431

Facsimile: (512) 279-6438

george.hyde@rampage-aus.com

cynthia.trevino@rampage-aus.com

*Cynthia Trevino*  
GEORGE E. HYDE

State Bar No. 45006157

CYNTHIA TREVINO

State Bar No. 24088546

*Counsel for Plaintiff,  
The City of Pflugerville, Texas*

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

## **WATER PIPELINE EASEMENT AGREEMENT**

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF TRAVIS     §

### **GRANT OF EASEMENT:**

**IRBY MAX FORD** located at 1409 Weiss Lane, 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 unto **THE CITY OF PFLUGERVILLE, TEXAS**, a Texas home-rule city, with offices located at 100 East Main Street, Pflugerville, Travis County, Texas 78691 ("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 Property"). Grantor and Grantee may jointly be referred to by "the parties."

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights, and privileges and on the terms and conditions set forth below; and Grantor, subject to the Exceptions to Warranty, does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof to the extent that such claim arises by, through, or under Grantor, but not otherwise.

**Exceptions to Warranty:** Validly existing easements, rights-of-way, and prescriptive rights of record; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the Easement, that affect the Easement Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; and any encroachments or overlapping of improvements.

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

1. *Definitions.* For the purposes of this grant of Easement certain terms shall have the meanings that follow:
  - (a) "Holder" shall mean Grantee and Grantee's heirs, successors and assigns who at any time own any interest in the conveyance is subject to the terms of this agreement.
  - (b) "Permitted Improvements" shall mean landscaping or planting of vegetation, driveways and sidewalks; but shall not mean the construction of a building or structure unless such installation or construction is approved in writing by the City Manager or the City Manager's designee.
  - (c) "Water pipeline" shall mean a pipeline designed and operated to transport water.
2. *Character of Easement.* The Easement granted herein is "in gross," in that there is no "Benefitted Property." Nevertheless, the Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof. The Easement rights of use granted herein is irrevocable. The Easement is for the benefit of Holder.
3. *Purpose of Easement.* The Easement shall be used for public utility purposes, including placement, construction, installation, replacement, repair, maintenance, relocation, removal, and operation of public water pipelines and related appurtenances, or making connections thereto (hereinafter collectively "Facilities"). The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, replacement and expansion of the Facilities.
4. *Term.* Easement shall be in perpetuity unless relinquished or abandoned by ordinance or resolution by Grantee.
5. *Reservation of Rights.* Save and except: Grantor retains the right to surface use. Grantor and Grantor's heirs, successors, and assigns shall retain the right to use the surface of all or part of the Easement Property in conjunction with Holder and to convey to others rights to use the Easement Property as long as such use by Grantor and Grantor's heirs, successors, and assigns neither interferes or conflicts with the use of the Easement Property by Holder for the Easement Purpose. Grantor shall obtain Holder's permission to convey any interest in the Easement Property. Holder shall not unreasonably withhold providing such permission. In addition, Grantor shall not construct any building, structure or obstruction on the Easement Property. Any improvement made by Grantor (Permitted Improvement) must comply with applicable ordinances, development codes, and engineering guidelines of the City of Pflugerville. Grantor shall obtain Holder's permission prior to the start of constructing Permitted Improvements. Holder shall not unreasonably withhold providing such permission.



6. *Improvement and Maintenance of Easement Property.* Subject to the provisions of Section 7, immediately below, improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property. Holder has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences or other encroachments within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities. Holder shall not be required to replace to their original condition any landscaping, driveways, or parking areas that were in existence prior to the granting of the Easement Property and are damaged in connection with the work. Subsequent to granting the Easement, if Holder's operations and/or other activities on the Easement Property result in damage or destruction of any Permitted Improvements on the Easement Property, Holder agrees to repair or replace, as necessary, at Holder's expense, any such improvements damaged or destroyed.
7. *Maintenance of Surface Easement Property/Permitted Improvements.* Notwithstanding any contrary provision, Grantor shall retain the obligation to regularly mow or cut back vegetation and to keep the surface of the Easement Property free of litter, debris, or trash.
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.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.
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 non-defaulting party fails to declare immediately default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.
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. *As-Is.* GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AND "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THE LIMITED WARRANTY OF TITLE CONTAINED IN THIS AGREEMENT. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.
17. *Legal Construction.* Any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.
18. *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.

19. *Recitals/Exhibits.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement. All exhibits referenced herein are attached hereto and incorporated by reference herein for all purposes.
20. *Entire Agreement.* This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.
21. *Assignability.* The Easement may be assigned by Grantee, its successors or assigns, without the prior written consent of Grantor as long as the proposed successor or assign is a governmental entity that expressly assumes Grantee's obligations under this Agreement.

IN WITNESS WHEREOF, this instrument is executed this 12<sup>th</sup> day of August, 2016.

**GRANTOR:**  
**IRBY MAX FORD**

Irby Max Ford

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF TRAVIS     §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 12<sup>th</sup> day of August, 2016.

(seal)



Elizabeth A. Tyner  
Notary Public Signature

**GRANTEE:**

**AGREED AND ACCEPTED:**

**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 \_\_\_\_\_, 2016, by  
Brandon Wade, City Manager of the City of Pflugerville, Texas, a Texas home-rule  
municipality, on behalf of said municipality.

\_\_\_\_\_  
Notary Public Signature

(seal)

**AFTER RECORDING, RETURN TO:**

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

**EXHIBIT “A”**

Exhibit "A"  
Page 1 of 2  
September 16, 2015

5,007 Sq Ft Water Line Easement  
Joseph Wiehl Survey No. 8  
Abstract - 802  
Travis County, Texas

### DESCRIPTION

DESCRIPTION OF A 5,007 SQUARE FOOT TRACT OF LAND SITUATED IN THE JOSEPH WEIHL SURVEY NO. 8, ABSTRACT 802, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 2.0 ACRE TRACT DESCRIBED AS TRACT 2 IN A SPECIAL WARRANTY DEED CONVEYED TO IRBY MAX FORD, OF RECORD IN VOLUME 11526, PAGE 796, OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, SAID 5,007 SQUARE FOOT TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2 inch iron pipe found on the east right-of-way line of that certain 60 foot wide roadway know as Weiss Lane, as dedicated in Book 2, Page 294, of the Commissioner's Court Road Book, Travis County, Texas, for the southwest corner of said Ford Tract, same point being the northwest corner of that certain 149.96 acre tract of land conveyed to the Board of Trustees of the Pflugerville ISD, of record in Document No. 2014175132, of the Official Public Records of Travis County, Texas;

**THENCE**, South 62° 05' 03" East, with the common boundary line of said Ford Tract and said Pflugerville ISD Tract, at 20.00 feet passing a 1/2 inch iron rod with cap stamped "CFA INC", set for reference, in all a total distance of 30.00 feet to a point for the southwest corner and **POINT OF BEGINNING** of the herein described tract;

**THENCE**, North 27° 33' 00" East, over and across said Ford Tract, a distance of 333.82 feet to a point on south boundary line of that certain 24.372 acre tract of land conveyed to the City of Pflugerville, of record in Document No. 2003038258, said Official Public Records, same line being the north boundary line of said Ford Tract for the northwest corner of the herein described tract, from said point a 1/2 inch iron rod, found on said east right-of-way line of Weiss Ln for the northwest corner of said Ford Tract, same point being the southwest corner of said City of Pflugerville Tract, bears North 62° 27' 03" West, at 10.00 feet passing a 1/2 inch iron rod with cap stamped "CFA INC", set for reference, in all a total distance of 30.00 feet;

**THENCE**, South 62° 27' 03" East, with the common boundary line of said Ford Tract and said City of Pflugerville Tract, a distance of 15.00 feet to a point for the northeast corner of the herein described tract, from which point a 1/2 inch iron pipe found for the southeast corner of said City of Pflugerville Tract and for the northeast corner of that certain tract described as Tract 1 in said Volume 11526, Page 796, bears South 62° 27' 03" East, continuing with said common line, a distance of 2563.09 feet;

*Handwritten:* MHC  
17 SEP 2015

**THENCE**, South 27° 33' 00" West, over and across said Ford Tract, a distance of 333.83 feet to a point on said common boundary line of the Ford Tract and the Pflugerville ISD Tract for the southeast corner of the herein described tract, from which point a ½ inch iron pipe found on the north boundary line of said Pflugerville ISD Tract bears South 62° 25' 03" East, a distance of 476.34 feet;

**THENCE**, North 62° 25' 03" West, with said common boundary line a distance of 15.00 feet, to the **POINT OF BEGINNING** and containing 5,007 square feet of land within these metes and bounds.

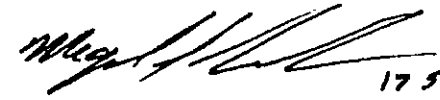
Reference is herein made to the sketch of this tract accompanying this metes and bounds description.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD\_83 (2011)). All distances were adjusted to the surface using a Surface Adjustment Factor of 1.00010. (Surface = Grid X Surface Adjustment Factor)

The subject tract described herein is an easement, therefore no monuments were set for corners.

I certify that this description was prepared from a survey made on the ground from July, 2015, to September, 2015, under my supervision.

COBB, FENDLEY & ASSOCIATES, INC

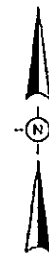
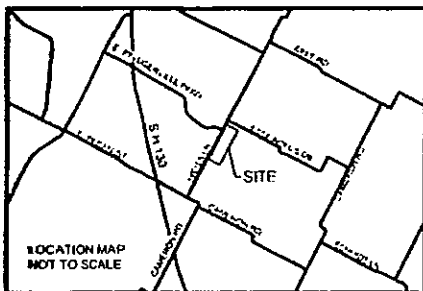
  
17 Sept 2015

Miguel A. Escobar, LSLS, RPLS  
Texas Registration No. 5630



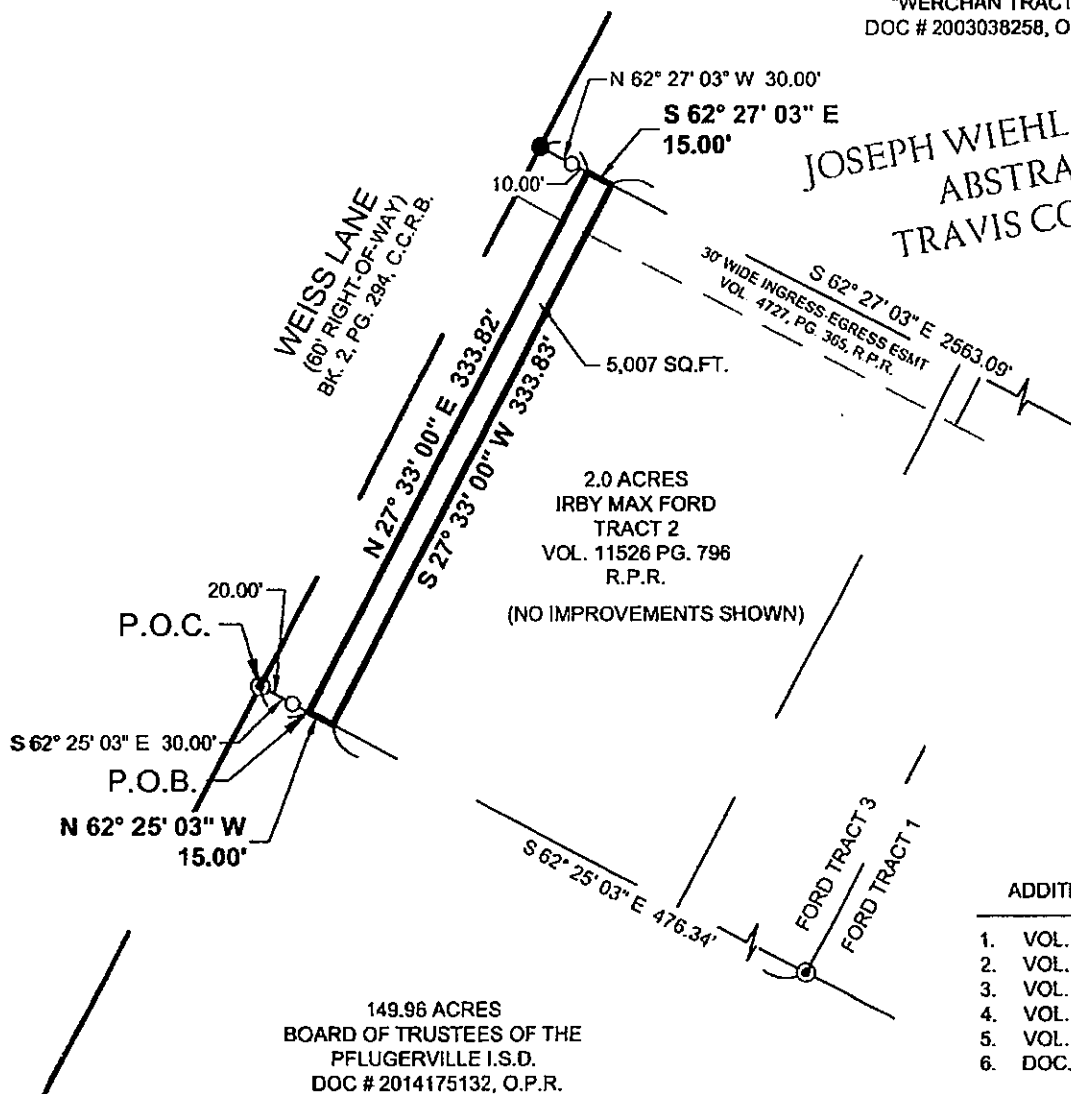
G:\Survey\PROJECTS\2015\1512-028-01-Weiss Ln\Data\Metes&Bounds\1512-028-01-row-FORD.docx

Dwg Info: C:\Survey\PROJECTS\2015\1512-028-01-Weiss LN-WIR-TRANS - Tab: SHEET 1 OF 2 - Plotted: 8/18/2015 4:14 PM BY: MIGUEL A. ESCOBAR



24.372 ACRES  
CITY OF PFLUGERVILLE  
"WERCHAN TRACT"  
DOC # 2003038258, O.P.R.

JOSEPH WIEHL SURVEY NO. 8  
ABSTRACT 802  
TRAVIS COUNTY, TX



#### ADDITIONAL MATTERS

1. VOL. 4656, PG. 1010, D.R.
2. VOL. 7339, PG. 266, D.R.
3. VOL. 7989, PG. 933, D.R.
4. VOL. 11526, PG. 796, D.R.
5. VOL. 11871, PG. 465, R.P.R.
6. DOC. NO. 2008053947, O.P.R.

#### SCALE



( IN FEET )  
1 inch = 100 ft.

TBPLS FIRM REG 10046701

PROJECT: WEISS LN WIR TRANS  
JOB NUMBER: 1512-028-01  
DATE: 2015-09-16  
SURVEYOR: M.A. ESCOBAR  
PARTY CHIEF: N/A

**CobbFendley**

505 East Hunland Drive, Suite 485  
Austin, Texas 78754-5136  
512.834.9798 | fax 512.834.9553

Exhibit " A "  
Water Line Easement  
Description  
PAGE 1 OF 2



**FLOOD NOTE:**

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X (NOT SHADED) - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48453C0290J, THAT BEARS AN EFFECTIVE/REVISED DATE OF 8/18/2014. THE SURVEYOR MAKES NO ASSURANCE AS TO THE ACCURACY OF THE DELINEATIONS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP. THIS STATEMENT IS FOR INSURANCE PURPOSES ONLY AND IS NOT AN OPINION THAT THE PROPERTY WILL OR WILL NOT FLOOD. A FLOOD STUDY WAS NOT CONDUCTED ON THE PROPERTY.

BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, (CENTRAL) ZONE (NAD\_83 (2011)). ALL DISTANCES AND COORDINATES WERE ADJUSTED TO THE SURFACE USING A SURFACE ADJUSTMENT FACTOR OF 1.00010. (SURFACE = GRID X SURFACE ADJUSTMENT FACTOR)

REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE AND EASEMENT REPORT (THE "TITLE REPORT") ISSUED BY TEXAS AMERICAN TITLE COMPANY, DATED JULY 23, 2015. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE REPORT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE REPORT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.

REFERENCE IS HEREON MADE TO THE METES AND BOUNDS DESCRIPTION OF THIS TRACT ACCOMPANYING THIS PLAT.

THE SUBJECT TRACT SHOWN HEREON IS AN EASEMENT, THEREFORE NO MONUMENTS WERE SET FOR CORNERS.

I CERTIFY THAT THIS DESCRIPTION WAS PREPARED FROM A SURVEY MADE ON THE GROUND FROM JULY, 2015, TO SEPTEMBER, 2015, UNDER MY SUPERVISION.

COBB, FENDLEY & ASSOCIATES, INC.

*Miguel A. Escobar* 17 Sept 2015

MIGUEL A. ESCOBAR, LSLs, RPLS  
TEXAS REG NO. 5630



**LEGEND**

- D.R. - DEED RECORDS OF TRAVIS COUNTY, TEXAS
- O.P.R. - OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- C.C.R.B. - COMMISSIONER'S COURT ROAD BOOK, TRAVIS COUNTY, TEXAS
- P.O.C. - POINT OF COMMENCEMENT
- P.O.B. - POINT OF BEGINNING
- ⊙ - 1/2" IRON PIPE, FOUND EXCEPT AS NOTED
- - 1/2" IRON ROD, FOUND EXCEPT AS NOTED
- - 5/8" IRON ROD WITH CAP STAMPED "CFA INC", SET EXCEPT AS NOTED

TBPLS FIRM REG 10046701

PROJECT: WEISS LN WIR TRANS  
JOB NUMBER: 1512-028-01  
DATE: 2015-09-16  
SURVEYOR: M.A. ESCOBAR  
PARTY CHIEF: N/A

**CobbFendley**  
505 East Huntland Drive, Suite 485  
Austin, Texas 78754-5136  
512.834.9798 | fax 512.834.9553

Exhibit " A "  
Water Line Easement  
Description  
PAGE 2 OF 2

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

SPECIAL WARRANTY DEED

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF TRAVIS     §

KNOW ALL MEN BY THESE PRESENTS: That **IRBY MAX FORD** ("Grantor"), for a full valuable cash consideration to Grantor in hand paid by the **CITY OF PFLUGERVILLE, TEXAS**, a home-rule municipality located in Travis County, Texas ("Grantee"), whose mailing address is P.O. Box 589, Pflugerville, Travis County, Texas 78691, the receipt and sufficiency of which consideration are hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee, subject to all of the reservations, exceptions and other matters set forth or referred to herein, the property depicted on Exhibit "A", attached hereto and incorporated herein by reference ("Property").

This conveyance is expressly made subject to all validly existing restrictions, covenants, conditions, rights-of-way, easements, mineral reservations and royalty reservations, and other matters of record, if any, affecting the Property.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, and Grantee's successors or assigns, forever; and Grantor does hereby bind Grantor, and Grantor's successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise, except, however, that this conveyance is made subject to the liens securing payment of ad valorem taxes for the current and all subsequent years.

SIGNATURE PAGES FOLLOW

EXECUTED effective as of this the 12<sup>th</sup> day of August 2016.

Irby Max Ford  
GRANTOR:

By:  
Name Irby Max Ford

THE STATE OF TEXAS       §  
   §  
COUNTY OF TRAVIS       §

This instrument was acknowledged before me on August 12, 2016 by **IRBY MAX FORD**, an individual residing in Travis County, Texas.

Elizabeth A. Tyner  
Notary Public, State of Texas



**AGREED AND ACCEPTED:**

**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 \_\_\_\_\_ 2016 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

After recordation please return to: City of Pflugerville  
Attn: Brandon Wade, City Manager  
P.O. Box 589, Pflugerville,  
Texas 78691

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

## **PUBLIC UTILITY EASEMENT AGREEMENT**

THE STATE OF TEXAS     §  
  §  
COUNTY OF TRAVIS     §

### **GRANT OF EASEMENT:**

**IRBY MAX FORD** located at 17409 Weiss Lane, 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 unto **THE CITY OF PFLUGERVILLE, TEXAS**, a Texas home-rule city, with offices located at 100 East Main Street, Pflugerville, Travis County, Texas 78691 ("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 Property"). Grantor and Grantee may jointly be referred to by "the parties."

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights, and privileges and on the terms and conditions set forth below; and Grantor, subject to the Exceptions to Warranty, does hereby covenant and agree to **WARRANT AND FOREVER DEFEND** title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof to the extent that such claim arises by, through, or under Grantor, but not otherwise.

**Exceptions to Warranty:** Validly existing easements, rights-of-way, and prescriptive rights of record; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the Easement, that affect the Easement Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; and any encroachments or overlapping of improvements.

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

1. *Definitions.* For the purposes of this grant of Easement certain terms shall have the meanings that follow:
  - (a) "Holder" shall mean Grantee and Grantee's heirs, successors and assigns who at any time own any interest in the conveyance is subject to the terms of this agreement.
  - (b) "Permitted Improvements" shall mean landscaping or planting of vegetation, driveways and sidewalks; but shall not mean the construction of a building or structure unless such installation or construction is approved in writing by the City Manager or the City Manager's designee.
  - (c) "Public Utility" shall mean electricity, fiber optic, gas, television cable, telecommunication infrastructure, water pipelines and sewer/wastewater pipelines.
2. *Character of Easement.* The Easement granted herein is "in gross," in that there is no "Benefitted Property." Nevertheless, the Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof. The Easement rights of use granted herein is irrevocable. The Easement is for the benefit of Holder.
3. *Purpose of Easement.* The Easement shall be used for Public Utility purposes, including placement, construction, installation, replacement, repair, maintenance, relocation, removal, and operation of Public Utility facilities and related appurtenances, or making connections thereto (hereinafter collectively "Facilities"). The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, replacement and expansion of the public utility facilities and related appurtenances.
4. *Term.* Easement shall be in perpetuity unless relinquished or abandoned by ordinance or resolution by Grantee.
5. *Reservation of Rights.* Save and except: Grantor retains the right to surface use. Grantor and Grantor's heirs, successors, and assigns shall retain the right to use the surface of all or part of the Easement Property in conjunction with Holder and to convey to others rights to use the Easement Property as long as such use by Grantor and Grantor's heirs, successors, assigns, and transferees neither interferes or conflicts with the use of the Easement Property by Holder for the Easement Purpose. Grantor shall obtain Holder's permission to convey any interest in the Easement Property. Holder shall not unreasonably withhold providing such permission. In addition, Grantor shall not construct any building, structure or obstruction on the Easement Property. Any improvement made by Grantor (Permitted Improvement) must comply with applicable ordinances, development codes, and engineering guidelines of the City of Pflugerville. Grantor shall obtain Holder's permission prior to the start of constructing Permitted Improvements. Holder shall not unreasonably withhold providing such permission.

6. *Improvement and Maintenance of Easement Property.* Subject to the provisions of Section 7, immediately below, improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property. Holder has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences or other encroachments within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities. Holder shall not be required to replace to their original condition any landscaping, driveways or parking areas that were in existence prior to the granting of the Easement Property and are damaged in connection with the work. Subsequent to granting the Easement, if Holder's operations and/or other activities on the Easement Property result in damage or destruction of any Permitted Improvements on the Easement Property, Holder agrees to repair or replace, as necessary, at Holder's expense, any such improvements damaged or destroyed.
7. *Maintenance of Surface Easement Property/Permitted Improvements.* Notwithstanding any contrary provision, Grantor shall retain the obligation to regularly mow or cut back vegetation and to keep the surface of the Easement Property free of litter, debris, or trash.
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.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.
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 non-defaulting party fails to declare immediately default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.
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. *As-Is.* GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AND "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THE LIMITED WARRANTY OF TITLE CONTAINED IN THIS AGREEMENT. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.
17. *Legal Construction.* Any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.
18. *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.

19. *Recitals/Exhibits.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement. All exhibits referenced herein are attached hereto and incorporated by reference herein for all purposes.
20. *Entire Agreement.* This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.
21. *Assignability.* The Easement may be assigned by Grantee, its successors or assigns, without the prior written consent of Grantor as long as the proposed successor or assign is a governmental entity that expressly assumes Grantee's obligations under this Agreement.

IN WITNESS WHEREOF, this instrument is executed this 12<sup>th</sup> day of August, 2016.

**GRANTOR:**  
**IRBY MAX FORD**

Irby Max Ford

THE STATE OF TEXAS     §  
  §  
COUNTY OF TRAVIS     §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 12<sup>th</sup> day of August, 2016.

Notary Public Signature  
(seal)

Elizabeth A. Tyner



**GRANTEE:**

**AGREED AND ACCEPTED:**

**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 \_\_\_\_\_, 2016, by  
Brandon Wade, City Manager of the City of Pflugerville, Texas, a Texas home-rule  
municipality, on behalf of said municipality.

(seal)

\_\_\_\_\_  
Notary Public Signature

**AFTER RECORDING, RETURN TO:**

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

**EXHIBIT “A”**

Exhibit "A"  
Page 1 of 2  
September 16, 2015

3,338 Sq Ft Public Utility Easement  
Joseph Wiehl Survey No. 8  
Abstract - 802  
Travis County, Texas

### DESCRIPTION

DESCRIPTION OF A 3,338 SQUARE FOOT TRACT OF LAND SITUATED IN THE JOSEPH WEIHL SURVEY NO. 8, ABSTRACT 802, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 2.0 ACRE TRACT DESCRIBED AS TRACT 2 IN A SPECIAL WARRANTY DEED CONVEYED TO IRBY MAX FORD, OF RECORD IN VOLUME 11526, PAGE 796, OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, SAID 3,338 SQUARE FOOT TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2 inch iron pipe found on the east right-of-way line of that certain 60 foot wide roadway know as Weiss Lane, as dedicated in Book 2, Page 294, of the Commissioner's Court Road Book, Travis County, Texas, for the southeast corner of said Ford Tract, same point being the northwest corner of that certain 149.96 acre tract of land conveyed to the Board of Trustees of the Pflugerville ISD, of record in Document No. 2014175132, of the Official Public Records of Travis County, Texas;

**THENCE**, South 62° 05' 03" East, with the common boundary line of said Ford Tract and said Pflugerville ISD Tract, a distance of 20.00 feet to a 1/2 inch iron rod with cap stamped "CFA INC", set for the southwest corner and **POINT OF BEGINNING** of the herein described tract;

**THENCE**, North 27° 33' 00" East, over and across said Ford Tract, a distance of 333.81 feet to a 1/2 inch iron rod with cap stamped "CFA INC", set on south boundary line of that certain 24.372 acre tract of land conveyed to the City of Pflugerville, of record in Document No. 2003038258, said Official Public Records, same line being the north boundary line of said Ford Tract for the northwest corner of the herein described tract, from said point a 1/2 inch iron rod, found on said east right-of-way line of Weiss Ln for the northwest corner of said Ford Tract, same point being the southwest corner of said City of Pflugerville Tract bears North 62° 27' 03" West, a distance of 20.00 feet;

**THENCE**, South 62° 27' 03" East, with the common boundary line of said Ford Tract and said City of Pflugerville Tract, a distance of 10.00 feet to a point for the northeast corner of the herein described tract, from which point a 1/2 inch iron pipe found for the southeast corner of said City of Pflugerville Tract and for the northeast corner of that certain described as Tract 1 in said Volume 11526, Page 796, bears South 62° 27' 03" East, continuing with said common line, a distance of 2578.09 feet;

*WMA  
17 Sept 2015*

**THENCE**, South 27° 33' 00" West, over and across said Ford Tract, a distance of 333.82 feet to a point on said common boundary line of the Ford Tract and the Pflugerville ISD Tract for the southeast corner of the herein described tract, from which point a ½ inch iron pipe found on the north boundary line of said Pflugerville ISD Tract bears South 62° 25' 03" East, a distance of 491.34 feet;

**THENCE**, North 62° 25' 03" West, with said common boundary line a distance of 10.00 feet, to the **POINT OF BEGINNING** and containing 3,338 square feet of land within these metes and bounds.

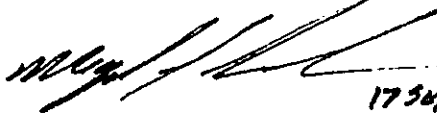
Reference is herein made to the sketch of this tract accompanying this metes and bounds description.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD\_83 (2011)). All distances were adjusted to the surface using a Surface Adjustment Factor of 1.00010. (Surface = Grid X Surface Adjustment Factor)

The subject tract described herein is an easement, therefore no monuments were set for corners.

I certify that this description was prepared from a survey made on the ground from July, 2015, to September, 2015, under my supervision.

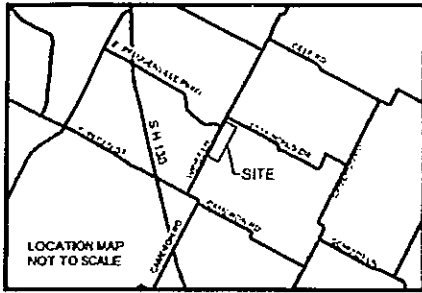
COBB, FENDLEY & ASSOCIATES, INC

  
17 Sept 2015

Miguel A. Escobar, LSLS, RPLS  
Texas Registration No. 5630

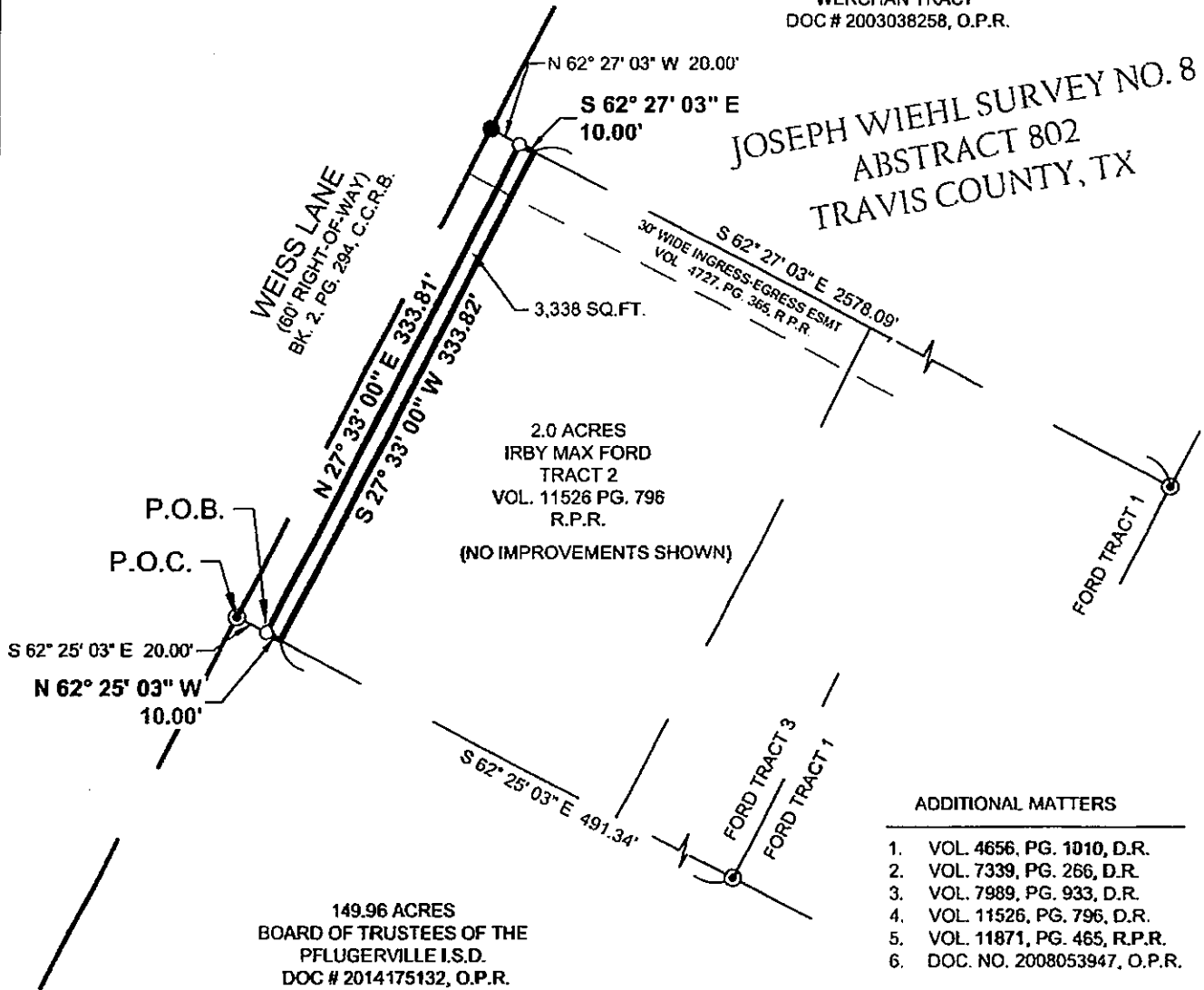


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24.372 ACRES  
CITY OF PFLUGERVILLE  
"WERCHAN TRACT"  
DOC # 2003038258, O.P.R.

JOSEPH WIEHL SURVEY NO. 8  
ABSTRACT 802  
TRAVIS COUNTY, TX



#### ADDITIONAL MATTERS

1. VOL. 4656, PG. 1010, D.R.
2. VOL. 7339, PG. 266, D.R.
3. VOL. 7989, PG. 933, D.R.
4. VOL. 11526, PG. 796, D.R.
5. VOL. 11871, PG. 465, R.P.R.
6. DOC. NO. 2008053947, O.P.R.

#### SCALE



( IN FEET )  
1 inch = 100 ft.

TBPLS FIRM REG 10046701

*M.A.E.  
17 Sept 2015*

PROJECT: WEISS LN WTR TRANS  
JOB NUMBER: 1512-028-01  
DATE: 2015-09-16  
SURVEYOR: M.A. ESCOBAR  
PARTY CHIEF: N/A

**CobbFendley**

505 East Huntland Drive, Suite 485  
Austin, Texas 78754-5136  
512.834.9798 | fax 512.834.9553

Exhibit " A "  
Public Utility Easement  
Description

PAGE 1 OF 2

**FLOOD NOTE:**

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COBB, FENDLEY & ASSOCIATES, INC.

*Miguel A. Escobar*  
17 Sept 2015

MIGUEL A. ESCOBAR, LSLS, RPLS  
TEXAS REG NO. 5630



**LEGEND**

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- O.P.R. - OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- C.C.R.B. - COMMISSIONER'S COURT ROAD BOOK, TRAVIS COUNTY, TEXAS
- P.O.C. - POINT OF COMMENCEMENT
- P.O.B. - POINT OF BEGINNING
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IBPLS FIRM REG 10046701

PROJECT: WEISS LN WTR TRMS  
JOB NUMBER: 1512-028-01  
DATE: 2015-09-16  
SURVEYOR: M.A. ESCOBAR  
PARTY CHIEF: N/A

**CobbFendley**  
505 East Huntland Drive, Suite 485  
Austin, Texas 78754-5136  
512.834.9798 | fax 512.834.9553

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Public Utility Easement  
Description  
PAGE 2 OF 2

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SPECIAL WARRANTY DEED

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF TRAVIS     §

KNOW ALL MEN BY THESE PRESENTS: That **IRBY MAX FORD** ("Grantor"), for a full valuable cash consideration to Grantor in hand paid by the **CITY OF PFLUGERVILLE, TEXAS**, a home-rule municipality located in Travis County, Texas ("Grantee"), whose mailing address is P.O. Box 589, Pflugerville, Travis County, Texas 78691, the receipt and sufficiency of which consideration are hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee, subject to all of the reservations, exceptions and other matters set forth or referred to herein, the property depicted on Exhibit "A", attached hereto and incorporated herein by reference ("Property"):

This conveyance is expressly made subject to all validly existing restrictions, covenants, conditions, rights-of-way, easements, mineral reservations and royalty reservations, and other matters of record, if any, affecting the Property.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, and Grantee's successors or assigns, forever; and Grantor does hereby bind Grantor, and Grantor's successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise, except, however, that this conveyance is made subject to the liens securing payment of ad valorem taxes for the current and all subsequent years.

SIGNATURE PAGES FOLLOW



EXECUTED effective as of this the 12<sup>th</sup> day of August 2016.

GRANTOR: Irby Max Ford By: Irby Max Ford  
Name

THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me on August 12, 2016 by **IRBY MAX FORD**, an individual residing in Travis County, Texas.



Elizabeth A. Tyner  
Notary Public, State of Texas

**AGREED AND ACCEPTED:**

**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 \_\_\_\_\_ 2016 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

After recordation please return to: City of Pflugerville  
Attn: Brandon Wade, City Manager  
P.O. Box 589, Pflugerville,  
Texas 78691

Exhibit " A "  
Page 1 of 2  
September 16, 2015

6,676 Sq Ft Tract  
Joseph Wiehl Survey No. 8  
Abstract - 802  
Travis County, Texas

### DESCRIPTION

DESCRIPTION OF A 6,676 SQUARE FOOT TRACT OF LAND SITUATED IN THE JOSEPH WEIHL SURVEY NO. 8, ABSTRACT 802, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 2.0 ACRE TRACT DESCRIBED AS TRACT 2 IN A SPECIAL WARRANTY DEED CONVEYED TO IRBY MAX FORD, OF RECORD IN VOLUME 11526, PAGE 796, OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, SAID 6,676 SQUARE FOOT TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2 inch iron pipe found on the east right-of-way line of that certain 60 foot wide roadway know as Weiss Lane, as dedicated in Book 2, Page 294, of the Commissioner's Court Road Book, Travis County, Texas, for the southeast corner of said Ford Tract, same point being the northwest corner of that certain 149.96 acre tract of land conveyed to the Board of Trustees of the Pflugerville ISD, of record in Document No. 2014175132, of the Official Public Records of Travis County, Texas, for the southwest corner of the herein described tract;

**THENCE**, North 27° 33' 00" East, with said east right-of-way line of Weiss Ln, same line being the west boundary line of said Ford Tract, a distance of 333.80 feet to a 1/2 inch iron rod, found for the northwest corner of said Ford Tract, same point being the southwest corner of that certain 24.372 acre tract of land conveyed to the City of Pflugerville, of record in Document No. 2003038258, said Official Public Records, and for the northwest corner of the herein described tract;

**THENCE**, South 62° 27' 03" East, with the common boundary line of said Ford Tract and said City of Pflugerville Tract, a distance of 20.00 feet to a ½ inch iron rod with cap stamped "CFA INC", set for the northeast corner of the herein described tract, from which point a ½ inch iron pipe found for the southeast corner of said City of Pflugerville Tract and for the northeast corner of that certain tract described as Tract 1 in said Volume 11526, Page 796, bears South 62° 27' 03" East, continuing with said common line, a distance of 2588.09 feet;

**THENCE**, South 27° 33' 00" West, parallel with and 20.00 feet distant therefrom said east right-of-way line of Weiss Lane, severing said Ford Tract, a distance of 333.81 feet to a ½ inch iron rod with cap stamped "CFA INC", set on the common boundary line of said Ford Tract and said Pflugerville ISD Tract for the southeast corner of the herein described tract, from which point a ½ inch iron pipe found on the north boundary line of said Pflugerville ISD Tract bears South 62° 25' 03" East, a distance of 501.34 feet;

*mlc  
17 Sep 2015*

**THENCE**, North 62° 25' 03" West, with said common boundary line a distance of 20.00 feet, to the **POINT OF BEGINNING** and containing 6,676 square feet of land within these metes and bounds.

Reference is herein made to the sketch of this tract accompanying this metes and bounds description.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD\_83 (2011)). All distances were adjusted to the surface using a Surface Adjustment Factor of 1.00010. (Surface = Grid X Surface Adjustment Factor)

I certify that this description was prepared from a survey made on the ground from July, 2015, to September, 2015, under my supervision.

COBB, FENDLEY & ASSOCIATES, INC

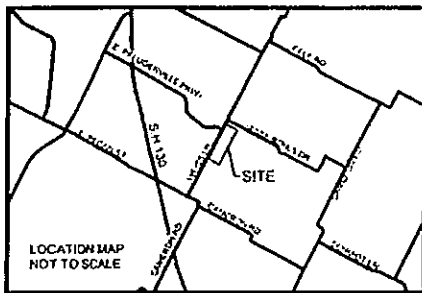
 17 Sept 2015

Miguel A. Escobar, LSLS, RPLS  
Texas Registration No. 5630



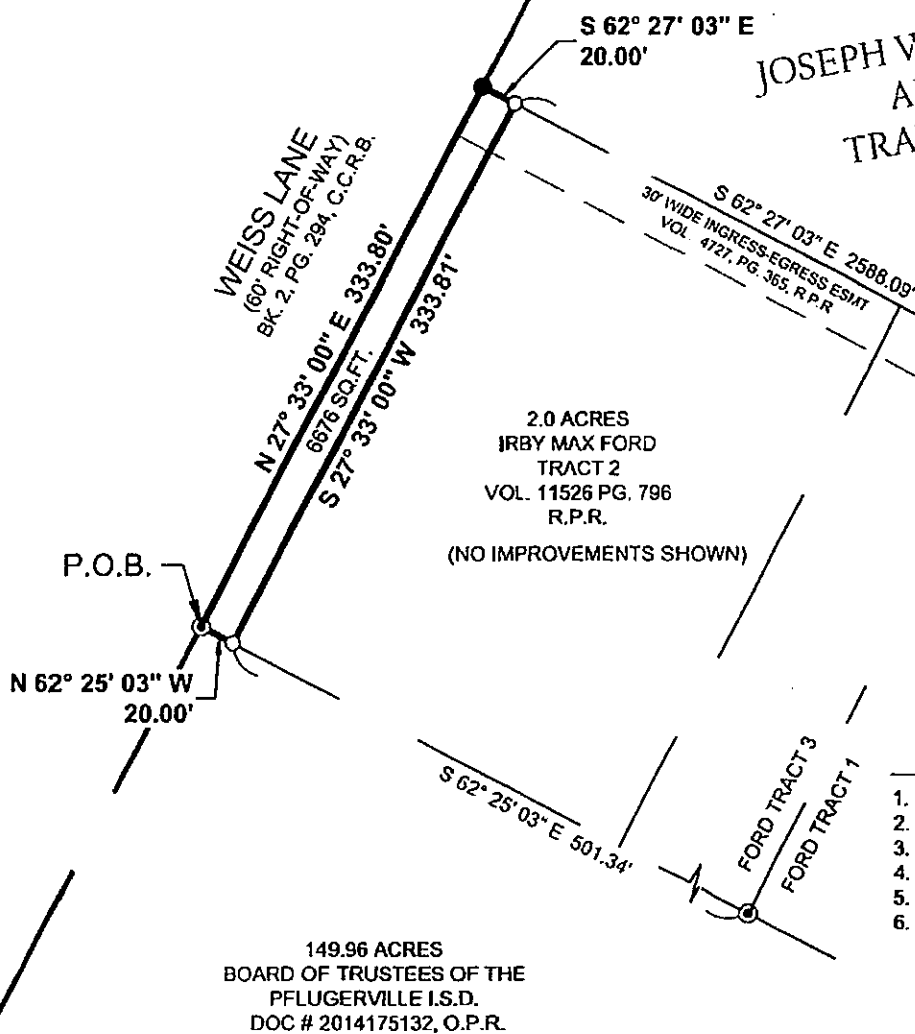
G:\Survey\\_PROJECTS\2015\1512-028-01-Weiss Ln\Data\Metes&Bounds\1512-028-01-row-FORD.docx

Dwg info: G:\Survey\PROJECTS\2015\1512-028-01-Weiss Ln\1512-028-01-row-FORD.dwg - Tab: SHEET 1 OF 2 - Plotted: 9/16/2015 4:11 PM By: MIGUEL A. ESCOBAR



24.372 ACRES  
CITY OF PFLUGERVILLE  
"WERCHAN TRACT"  
DOC # 2003038258, O.P.R.

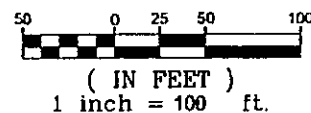
JOSEPH WIEHL SURVEY NO. 8  
ABSTRACT 802  
TRAVIS COUNTY, TX



#### ADDITIONAL MATTERS

1. VOL. 4656, PG. 1010, D.R.
2. VOL. 7339, PG. 266, D.R.
3. VOL. 7989, PG. 933, D.R.
4. VOL. 11526, PG. 796, D.R.
5. VOL. 11871, PG. 465, R.P.R.
6. DOC. NO. 2008053947, O.P.R.

#### SCALE



TBPLS FIRM REG 10046701

PROJECT: WEISS LN WTR TRANS  
JOB NUMBER: 1512-028-01  
DATE: 2015-09-16  
SURVEYOR: M.A. ESCOBAR  
PARTY CHIEF: N/A

**CobbFendley**

505 East Huntland Drive, Suite 485  
Austin, Texas 78754-5136  
512.834.9798 | fax 512.834.9553

Exhibit " A "  
Right-of-Way Dedication  
Description

PAGE 1 OF 2

**FLOOD NOTE:**

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X (NOT SHADED) - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48453C0290J, THAT BEARS AN EFFECTIVE/REVISED DATE OF 8/18/2014. THE SURVEYOR MAKES NO ASSURANCE AS TO THE ACCURACY OF THE DELINEATIONS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP. THIS STATEMENT IS FOR INSURANCE PURPOSES ONLY AND IS NOT AN OPINION THAT THE PROPERTY WILL OR WILL NOT FLOOD. A FLOOD STUDY WAS NOT CONDUCTED ON THE PROPERTY.

BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, (CENTRAL) ZONE (NAD\_83 (2011)). ALL DISTANCES AND COORDINATES WERE ADJUSTED TO THE SURFACE USING A SURFACE ADJUSTMENT FACTOR OF 1.00010. (SURFACE = GRID X SURFACE ADJUSTMENT FACTOR)

REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE AND EASEMENT REPORT (THE "TITLE REPORT") ISSUED BY TEXAS AMERICAN TITLE COMPANY, DATED JULY 23, 2015. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE REPORT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE REPORT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.

REFERENCE IS HEREON MADE TO THE METES AND BOUNDS DESCRIPTION OF THIS TRACT ACCOMPANYING THIS PLAT.

I CERTIFY THAT THIS DESCRIPTION WAS PREPARED FROM A SURVEY MADE ON THE GROUND FROM JULY, 2015, TO SEPTEMBER, 2015, UNDER MY SUPERVISION.

COBB, FENDLEY & ASSOCIATES, INC.

MIGUEL A. ESCOBAR, LSLS, RPLS  
TEXAS REG NO. 5630



**LEGEND**

- D.R. - DEED RECORDS OF TRAVIS COUNTY, TEXAS
- O.P.R. - OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- C.C.R.B. - COMMISSIONER'S COURT ROAD BOOK, TRAVIS COUNTY, TEXAS
- P.O.C. - POINT OF COMMENCEMENT
- P.O.B. - POINT OF BEGINNING
- ⊙ - 1/2" IRON PIPE, FOUND EXCEPT AS NOTED
- - 1/2" IRON ROD, FOUND EXCEPT AS NOTED
- - 5/8" IRON ROD WITH CAP STAMPED "CFA INC", SET EXCEPT AS NOTED

TBPLS FIRM REG 10046701

PROJECT: WEISS LN WTR TRANS  
JOB NUMBER: 1512-028-01  
DATE: 2015-09-16  
SURVEYOR: M.A. ESCOBAR  
PARTY CHIEF: N/A

**CobbFendley**  
505 East Huntland Drive, Suite 485  
Austin, Texas 78754-5136  
512.834.9798 | fax 512.834.9553

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Right-of-Way Dedication  
Description  
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