

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.

PUBLIC UTILITY EASEMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

GRANT OF EASEMENT:

BASTROP INVESTMENT GROUP, LP – 5606 EAST 51ST STREET, AUSTIN, TX 78723 - TRAVIS COUNTY (NAME OF GRANTOR AND ADDRESS INCLUDING COUNTY) (“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 Tract”),

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.

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, and telecommunication infrastructure.
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. 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.

Reservation of Rights (Surface use only). Save and except Grantor's retain right to surface use, Holder's right to use the Easement Property is exclusive and Grantor shall not convey to others any right to use all or part of the Easement Property. Grantor and Grantor's heirs, successors, and assigns shall retained the right to use the surface of all or part of the Easement Property in conjunction with Holder as long as such use by Grantor and Grantor's heirs, successors, and assigns neither interferes with the use of the Easement Property by Holder for the Easement Purpose. Specifically, 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.

5. *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.

6. *Maintenance of Surface Easement Property/Permitted Improvements.* Notwithstanding any contrary provision, Grantor shall retain the obligation to maintain the surface of the Easement Property, including the obligation to regularly mow or cut back vegetation and to keep the surface of the Easement Property free of litter, debris, or trash.
7. *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.
8. *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.
9. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.
10. *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.
11. *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.
12. *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.
13. *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.
14. *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.

15. *Exceptions to Warranty.* This grant is subject to any and all encumbrances and easements of record, to the extent the same are valid and enforceable.
16. *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.
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.
18. *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.
19. *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.

IN WITNESS WHEREOF, this instrument is executed this 5TH day of DECEMBER, 2016.

GRANTOR:

BASTROP INVESTMENT GROUP, LP

(Grantor's Name)

By: Kumar
(Grantor's Signature)

(Grantor's Signature)

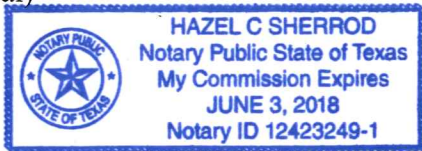
THE STATE OF TEXAS §

COUNTY OF Travis §

This instrument was acknowledged before me on December 5, 2016, by Yogesh Kumar, an individual residing in Travis County, Texas.

Hazel C Sherrod
Notary Public Signature

(seal)



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 §

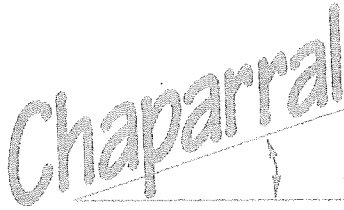
This instrument was acknowledged before me on _____, 201__, by Brandon Wade, City Manager of the City of Pflugerville, Texas, a Texas home-rule municipality, on behalf of said municipality.

Notary Public Signature

(seal)

EXHIBIT "A"

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Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

EXHIBIT "A"

PORTION OF LOT 1
KP BROTHERS SUBDIVISION
PUBLIC UTILITY EASEMENT

0.924 ACRES
E. BEBEE SURVEY NO. 5, ABSTRACT NO. 53
TRAVIS COUNTY, TEXAS

A DESCRIPTION OF 0.924 ACRES (APPROXIMATELY 40,252 SQ. FT.), IN THE E. BEBEE SURVEY NO. 5, TRAVIS COUNTY, TEXAS, BEING A PORTION OF LOT 1, KP BROTHERS SUBDIVISION, A SUBDIVISION IN TRAVIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN DOCUMENT NO. 201600230 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS CONVEYED TO KOREAN UNITED METHODIST CHURCH OF AUSTIN BY WARRANTY DEED WITH VENDOR'S LIEN DATED OCTOBER 28, 2002, RECORDED IN DOCUMENT NO. 2002213975 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.924 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with "Chaparral" cap set in the curving southwest right-of-way line of Black Locust Drive (70' R.O.W.), being the northeast corner of said Lot 1, being the south corner of a 0.331 acre tract of land conveyed to the City of Pflugerville, Texas for right-of-way purposes by deed dated March 18, 2001 and recorded in Document No. 2001039980 of the Official Public Records of Travis County, Texas, and being the west corner of a 2.200 acre tract of land conveyed to the City of Pflugerville, Texas for right-of-way purposes by deed dated July 31, 2001 and recorded in Document No. 2001133155 of the Official Public Records of Travis County, Texas, also being the northwest corner of a 3.10 acre tract of land conveyed to John B. Brook III in a Warranty Deed dated September 16, 2004 and recorded in Document No. 2004190167 of the Official Public Records of Travis County, Texas, for the northeast corner hereof;

THENCE South 27°47'40" West, along the common line between said Lot 1 and the said 3.10 acre tract, a distance of 17.84 feet to a calculated point;

THENCE over and across said Lot 1, the following three (3) courses and distances:

1. with a curve to the left, having a radius of 450.00 feet, a delta angle of 14°05'02", an arc length of 110.61 feet, and a chord which bears North 35°53'19" West, a

distance of 110.34 feet to a calculated point;

2. South 27°48'22" West, a distance of 530.38 feet to a calculated point;
3. South 62°11'38" East, a distance of 99.01 feet to a calculated point in the east line of said Lot 1 and being the west line of said 3.10 acre tract;

THENCE South 27°47'40" West, along the common line between said Lot 1 and the said 3.10 acre tract, a distance of 232.16 feet to a 1/2" rebar with "Chaparral" cap found in the west line of the said 3.10 acre tract, being the southeast corner of said Lot 1, being the northeast corner of the remaining portion of land called 100 acres in a deed to Carl J. Kuempel, dated December 30, 1953 and recorded in Volume 1419, Page 547 of the Deed Records of Travis County, Texas, for the southeast corner hereof;

THENCE North 63°31'06" West, along the common line between the said Kuempel tract and said Lot 1, a distance of 10.00 feet to a calculated point in north line of said Kuempel tract, and the south line of said Lot 1, for the southwest corner hereof, from which a 1/2" rebar with "Chaparral" cap found in the north line of said Kuempel tract, being the southwest corner of said Lot 1, same being the southeast corner of Lot 1, Logos Baptist Church Subdivision, a subdivision in Travis County, Texas according to the map or plat thereof, recorded in Document No. 2004228871 of the Official Public Records of Travis County, Texas, bears North 63°31'06" West, a distance of 248.18 feet;

THENCE over and across said Lot 1, the following four (4) courses and distances:


1. North 27°47'40" East, a distance of 222.39 feet to a calculated point;
2. North 62°11'38" West, a distance of 149.01 feet to a calculated point;
3. North 27°48'22" East, a distance of 556.79 feet to a calculated point;
4. with a curve to the left, having a radius of 450.00 feet, a delta angle of 12°41'10", an arc length of 99.64 feet, and a chord which bears North 57°12'01" West, a distance of 99.43 feet to a calculated point in the north line of said Lot 1 and the south line of said Logos Baptist Church Subdivision;

THENCE North 27°48'22" East, along the common line between said Lot 1 and said Logos Baptist Church Subdivision, a distance of 15.00 feet to a 1/2" rebar with "Chaparral" cap found in the curving southwest right-of-way line of Black Locust Drive, being the west corner of the said 0.331 acre tract, being the south corner of a 0.207

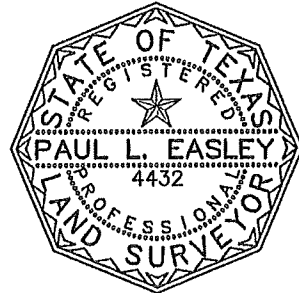
acre tract of land conveyed to the City of Pflugerville, Texas for right-of-way purposes by deed dated July 5, 2001 and recorded in Document No. 2001118394 of the Official Public Records of Travis County, Texas, being the northwest corner of said Lot 1, same being the northeast corner of said Logos Baptist Church Subdivision for the northwest corner hereof, from which a 1/2" rebar found in the southwest right-of-way line of Black Locust Drive, being in the north line of said Logos Baptist Church Subdivision, bears North 63°36'30" West, a distance of 450.30 feet;

THENCE along the southwest right-of-way line of Black Locust Drive, along a curve to the right, having a radius of 465.00 feet, a delta angle of 33°26'40", an arc length of 271.43 feet, and a chord which bears South 46°46'39" East, a distance of 267.59 feet to the **POINT OF BEGINNING**, containing 0.924 acres of land, more or less.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS Solutions from The National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS). Attachments: Drawing 1203-001-PUE1

 11/08/16

Paul L. Easley
Registered Professional Land Surveyor
State of Texas No. 4432



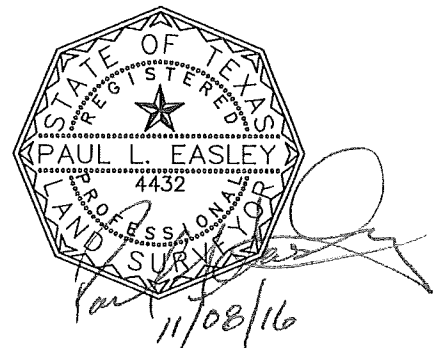
SKETCH TO ACCOMPANY A DESCRIPTION OF 0.924 ACRES (APPROXIMATELY 40,252 SQ. FT.) IN THE E. BEBEE SURVEY NO. 5, ABSTRACT NO. 53, TRAVIS COUNTY, TEXAS, BEING A PORTION OF LOT 1, KP BROTHERS SUBDIVISION, A SUBDIVISION IN TRAVIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN DOCUMENT NO. 201600230 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S27°47'40"W	17.84'
L2	S27°48'22"W	530.38'
L3	S62°11'38"E	99.01'
L4	S27°47'40"W	232.16'
L5	N63°31'06"W	10.00'
L6	N27°47'40"E	222.39'
L7	N62°11'38"W	149.01'
L8	N27°48'22"E	556.79'
L9	N27°48'22"E	15.00'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C1	465.00'	33°26'40"	271.43'	S46°46'39"E	267.59'
C2	450.00'	14°05'02"	110.61'	N35°53'19"W	110.34'
C3	450.00'	12°41'10"	99.64'	N57°12'01"W	99.43'

LEGEND

- 1/2" REBAR FOUND
- ^{CH} 1/2" REBAR WITH "CHAPARRAL" CAP FND
- △ CALCULATED POINT



DATE OF SURVEY: 06/08/16
 PLOT DATE: 11/08/16
 DRAWING NO.: 1203-001-PUE1
 PROJECT NO.: 1203-001
 T.B.P.L.S. FIRM NO. 10124500
 DRAWN BY: DWC
 SHEET 1 OF 2

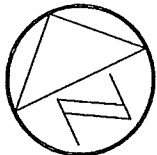
Chaparral

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS)

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 1203-001-PUE1

BLACK LOCUST DRIVE EAST
(70' R.O.W. WIDTH)
(2001039980)

N63°36'30"W 450.30'
(N63°34'54"W 450.30')



1" = 100'

LOT 1
LOGOS BAPTIST
CHURCH SUBDIVISION
(2004228871)

LOT 1
EMERALD HEIGHTS SUBDIVISION
(200300173)

CARL J KUEMPEL ETAL
(2002213973)

KUEMPEL TRACT PHASE 3
SECTION FIVE
(200200276)

LOT 3
BLOCK B

LOT 2
BLOCK B

LOT 1
BLOCK B

CH
L9

C3
PROPOSED
UNIT P

PROPOSED
UNIT O

PROPOSED
UNIT N

PROPOSED
UNIT M

PROPOSED
UNIT L

PROPOSED
UNIT K

PROPOSED
UNIT J

PROPOSED
UNIT I

C1

0.924 ACRES
APPROX. 40,252 SQ. FT.

L8

C2
PROPOSED
UNIT H

PROPOSED
UNIT G

PROPOSED
UNIT F

PROPOSED
UNIT E

PROPOSED
UNIT D

PROPOSED
UNIT C

PROPOSED
UNIT B

PROPOSED
UNIT A

L3

S27°47'40"W 731.47'

P.O.B.

0.924 ACRES
APPROX. 40,252 SQ. FT.

JOHN B. BROCK III
3.10 ACRES
(2004190167)

LOT 1
KP BROTHERS SUBDIVISION
(201600230)

L7

L6

L4

N63°31'06"W 513.55'

CH

CARL J KUEMPEL
37.7019 ACRES
(1419/547)

248.18'
N63°31'06"W 258.18'

Chaparral

L5

DATE OF SURVEY: 06/08/16
PLOT DATE: 11/08/16
DRAWING NO.: 1203-001-PUE1
PROJECT NO.: 1203-001
T.B.P.L.S. FIRM NO. 10124500
DRAWN BY: DWC
SHEET 2 OF 2