

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 \_\_\_\_\_ §

**GRANT OF EASEMENT:**

**THE CITY OF PFLUGERVILLE, TEXAS**, a Texas home-rule city, with offices located at 100 East Main Street, Pflugerville, Travis County, Texas 78691 (“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** (“Grantee”), a Public Utility 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 when the claim is by, through, or under Grantor, but not otherwise, except as to the reservations from conveyance and the exceptions to conveyance and 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) “Holder” shall mean Grantee and Grantee's heirs, successors and assigns who at any time own any interest in the conveyance, 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 water, wastewater, 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 intent of this Easement is to specifically disclaim and negate the Doctrine of Merger for all purposes. 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 ("Facilities"), 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 rights granted herein shall be in perpetuity, subject to the following reservations.

*Reservation of Rights (Surface use only).* Grantor and Grantor's heirs, successors, and assigns shall retain the right to use the surface and subsurface of all or part of the Easement Property for Permitted Improvements purposes in conjunction with Holder 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.
5. *Improvement and Maintenance of Easement Property.* Subject to the provisions of Section 6, 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 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, provided that Holder shall replace any landscaping, driveways or parking areas to their original condition that 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 Tract and Permitted Improvements, including the obligation to regularly mow or cut back vegetation and to keep the surface of the Easement Tract 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. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.
9. *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.
10. *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.
11. *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.
12. *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.
13. *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.
14. *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.

15. *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.
16. *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 \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**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 \_\_\_\_\_, 201\_\_, 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

## DESCRIPTION OF 0.2377 OF ONE ACRE

DESCRIPTION OF 0.2377 OF ONE ACRE OR 10,355 SQUARE FEET OF LAND, MORE OR LESS, OUT OF THE JOHN BRAY SURVEY NO. 10, ABSTRACT NO. 73, TRAVIS COUNTY, TEXAS, AND OUT OF THE JAMES P. KEMPE SURVEY NO. 12, ABSTRACT NO. 462, TRAVIS COUNTY, TEXAS, SAID 0.2377 OF ONE ACRE ALSO BEING OUT OF THAT TRACT DESCRIBED AS 101.246 ACRES IN A DEED TO THE CITY OF PFLUGERVILLE, OF RECORD IN DOCUMENT NO. 2006060407, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND SAID 0.2377 OF ONE ACRE BEING OUT OF THAT TRACT DESCRIBED AS 8.346 ACRES IN A DEED TO THE CITY OF PFLUGERVILLE, OF RECORD IN DOCUMENT NO. 2006062763, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 0.2377 OF ONE ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found with cap at the west corner of this tract and the north corner of Lot 1, Final Plat of Pflugerville Industrial Park, a subdivision of record in Document No. 200800320, Official Public Records, Travis County, Texas, same being in the southwest line of said 101.246 acre City of Pflugerville tract and the existing southeast right-of-way line of Weiss Lane, from which a 1/2" iron rod found with cap at the west corner of Lot 2 in said Final Plat of Pflugerville Industrial Park subdivision and the north corner of Lot 3 in said Final Plat of Pflugerville Industrial Park subdivision, same being in the existing southeast right-of-way line of Weiss Lane bears, S27°31'27"W 801.23 feet, and from which point of beginning a 1/2" iron rod found with cap at the west corner of said 101.246 acre City of Pflugerville tract bears, N50°22'59"W 30.68 feet, and said point of beginning having State Plane Coordinates (Texas Central Zone, NAD83, U.S. Feet, Combined Grid to Surface Scale Factor of 1.00010) grid value of N=10,138,362.66 E=3,170,532.89;

THENCE, with the northwest line of this tract, crossing said 101.246 acre City of Pflugerville tract and said John Bray survey, **N25°52'29"E 175.76 feet** to a 1/2" iron rod set with a plastic cap in the northeast line of said 101.246 acre City of Pflugerville tract and the southwest line of said 8.346 acre City of Pflugerville tract, same being in the approximate northeast line of said John Bray survey and the approximate southwest line of said James P. Kempe survey;

THENCE, continuing with the northwest line of this tract, crossing said 8.346 acre City of Pflugerville tract and said James R. Kempe survey, **N27°22'12"E 864.30 feet** to a 1/2" iron rod set with a plastic cap at the north corner of this tract, same being in the northeast line of said 8.346 acre City of Pflugerville tract and the southwest line of The Reserve at Westcreek, A Condominium, of record in Document No. 2006224774, Official Public Records, Travis County, Texas;

THENCE, with the northeast line of this tract and said 8.346 acre City of Pflugerville tract and the southwest line of said The Reserve at Westcreek, **S15°57'25"E 14.57 feet** to a calculated point at the east corner of this tract;

THENCE, with the southeast line of this tract, crossing said 8.346 acre City of Pflugerville tract and said James P. Kempe survey, **S27°22'12"W 853.70 feet** to a calculated point in the southwest line of said 8.346 acre City of Pflugerville tract and the northeast line of said 101.246 acre City of Pflugerville tract, same being in the approximate southwest line of said James P. Kempe survey and the northeast line of said John Bray survey;

THENCE, continuing with the southeast line of this tract, crossing said 101.246 acre City of Pflugerville tract and said John Bray survey, **S25°52'25"W 177.94 feet** to a calculated point at the south corner of this tract, same being in the southwest line of said 101.246 acre City of Pflugerville tract and the northeast line of said Lot 1;

THENCE, with the southwest line of this tract and said 101.246 acre City of Pflugerville tract and the northeast line of said Lot 1, **N50°22'59"W 10.29 feet** to the PLACE OF BEGINNING and containing 0.2377 of one acre, or 10,355 square feet, more or less, contained within these metes and bounds.

0.2377 AC

Bearing Basis Note

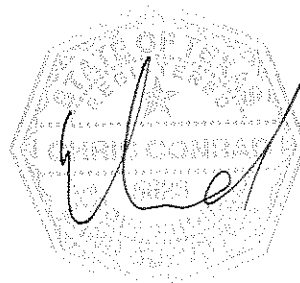
The bearings described herein are Texas State Plane Grid bearings (Texas Central Zone, NAD83 (CORS96). The Combined Grid to Surface Scale Factor is 1.00010) and was established by GPS observations.

SURVEYED BY:

**McGRAY & McGRAY LAND SURVEYORS, INC.**

3301 Hancock Dr., Ste. 6, Austin, TX 78731 (512) 451-8591

TBPLS Firm# 10095500



12/28/16

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

Note: This copy of this description is not valid unless an original signature through an original seal appears on its face. There is a plat to accompany this description.

2016/Descriptions/Weiss Lane/0.2377 ac

Issued 12/28/16

TCAD # 0275600414 and 0275600412

SKETCH TO ACCOMPANY DESCRIPTION  
OF 0.2377 AC. OR 10,355 SQ. FT. OF LAND OUT OF  
THE JOHN BRAY SURVEY NO. 10, ABSTRACT NO. 73  
AND THE JAMES P. KEMPE SURVEY NO. 12, ABSTRACT NO. 462,  
TRAVIS COUNTY, TEXAS.

RE: TRAVIS COUNTY

SCALE 1" = 50'

WEISS LANE  
(R.O.W. VARIES)

P.O.B.  
GRID COORDINATES  
N=10,138,362.66  
E=3,170,532.89

S27°31'27"W 801.23'

10' P.U.E.

WASTEWATER LINE  
EASEMENT

EXISTING ROW

N25°52'29"E 175.76'

S25°52'25"W 177.94'

PROPOSED PUE  
0.2377 AC. OR  
10,355 SQ. FT.

CITY OF PFLUGERVILLE  
DOC. 2006060407  
O.P.R.T.C.  
(101.246 AC.)

FINAL PLAT OF  
PFLUGERVILLE  
INDUSTRIAL PARK  
DOC. NO. 200800320  
O.P.R.T.C.

JOHN BRAY  
SURVEY NO. 10  
ABSTRACT NO. 73

MATCH PAGE 5 OF 7

LINE TABLE

LINE	BEARING	LENGTH
L1	S15°57'25"E	14.57
L2	N50°22'59"W	10.29
L3	N50°22'59"W	30.68

LEGEND

- 1/2" IRON ROD FOUND  
(UNLESS OTHERWISE NOTED)
- 1/2" IRON ROD FOUND CAPPED  
(UNLESS OTHERWISE NOTED)
- 1/2" IRON ROD SET WITH  
CAP "MCGRAY MCGRAY"
- △ CALCULATED POINT
- (XXX) RECORD INFORMATION
- ℙ PROPERTY LINE
- P.O.B. POINT OF BEGINNING
- P.R.T.C. PLAT RECORDS TRAVIS COUNTY
- D.R.T.C. DEED RECORDS TRAVIS COUNTY
- O.P.R.T.C. OFFICIAL PUBLIC RECORDS  
TRAVIS COUNTY

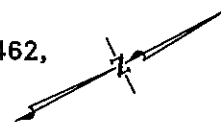
SURVEYED BY: PAGE 4 OF 7

McGRAY & McGRAY  
LAND SURVEYORS, INC.  
TBPLS FIRM# 10095500  
3301 HANCOCK DRIVE #6  
AUSTIN, TEXAS 78731  
(512) 451-8591



SKETCH TO ACCOMPANY DESCRIPTION  
OF 0.2377 AC. OR 10,355 SQ. FT. OF LAND OUT OF  
THE JOHN BRAY SURVEY NO. 10, ABSTRACT NO. 73  
AND THE JAMES P. KEMPE SURVEY NO. 12, ABSTRACT NO. 462,  
TRAVIS COUNTY, TEXAS.

RE: TRAVIS COUNTY



SCALE 1" = 50'

TRAVIS COUNTY  
DOC. 1999033594  
O.P.R.T.C.  
TRACT 1 (0.730 AC.)

WEISS LANE  
(R.O.W. VARIES)

EXISTING ROW

N25°52'29"E  
175.76'

N27°22'12"E 864.30'

S25°52'25"W  
177.94'

S27°22'12"W 853.70'

PROPOSED PUE  
0.2377 AC. OR  
10,355 SQ. FT.

CITY OF PFLUGERVILLE  
DOC. 2006060407, O.P.R.T.C.  
(101.246 AC.)

APPROXIMATE SURVEY LINE

A-462  
A-73

MATCH PAGE 4 OF 7

MATCH PAGE 6 OF 7

JAMES P. KEMPE  
SURVEY NO. 12  
ABSTRACT NO. 462

CITY OF PFLUGERVILLE  
DOC. 2006062763  
O.P.R.T.C.  
(8.346 AC.)

LINE TABLE

LINE	BEARING	LENGTH
L1	S15°57'25"E	14.57
L2	N50°22'59"W	10.29
L3	N50°22'59"W	30.68

LEGEND

- 1/2" IRON ROD FOUND  
(UNLESS OTHERWISE NOTED)
- 1/2" IRON ROD FOUND CAPPED  
(UNLESS OTHERWISE NOTED)
- 1/2" IRON ROD SET WITH  
CAP "MCGRAY MCGRAY"
- △ CALCULATED POINT
- (XXX) RECORD INFORMATION
- ℙ PROPERTY LINE
- P.O.B. POINT OF BEGINNING
- P.R.T.C. PLAT RECORDS TRAVIS COUNTY
- D.R.T.C. DEED RECORDS TRAVIS COUNTY
- O.P.R.T.C. OFFICIAL PUBLIC RECORDS  
TRAVIS COUNTY

SURVEYED BY: PAGE 5 OF 7

McGRAY & McGRAY  
LAND SURVEYORS, INC.  
TBPLS FIRM# 10095500  
3301 HANCOCK DRIVE #6  
AUSTIN, TEXAS 78731  
(512) 451-8591

SKETCH TO ACCOMPANY DESCRIPTION  
OF 0.2377 AC. OR 10,355 SQ. FT. OF LAND OUT OF  
THE JOHN BRAY SURVEY NO. 10, ABSTRACT NO. 73  
AND THE JAMES P. KEMPE SURVEY NO. 12, ABSTRACT NO. 462,  
TRAVIS COUNTY, TEXAS.

RE: TRAVIS COUNTY

TRAVIS COUNTY  
DOC. 1998033594  
O.P.R.T.C.  
TRACT 1 (0.730 AC.)

WEISS LANE  
(R.O.W. VARIES)

SCALE 1" = 50'

EXISTING ROW

N27°22'12"E 864.30'

S27°22'12"W 853.70'

PROPOSED PUE  
0.2377 AC. OR  
10,355 SQ. FT.

CITY OF PFLUGERVILLE  
DOC. 2006062763  
O.P.R.T.C.  
(8.346 AC.)

JAMES P. KEMPE  
SURVEY NO. 12  
ABSTRACT NO. 462

LINE TABLE

LINE	BEARING	LENGTH
L1	S15°57'25"E	14.57
L2	N50°22'59"W	10.29
L3	N50°22'59"W	30.68

LEGEND

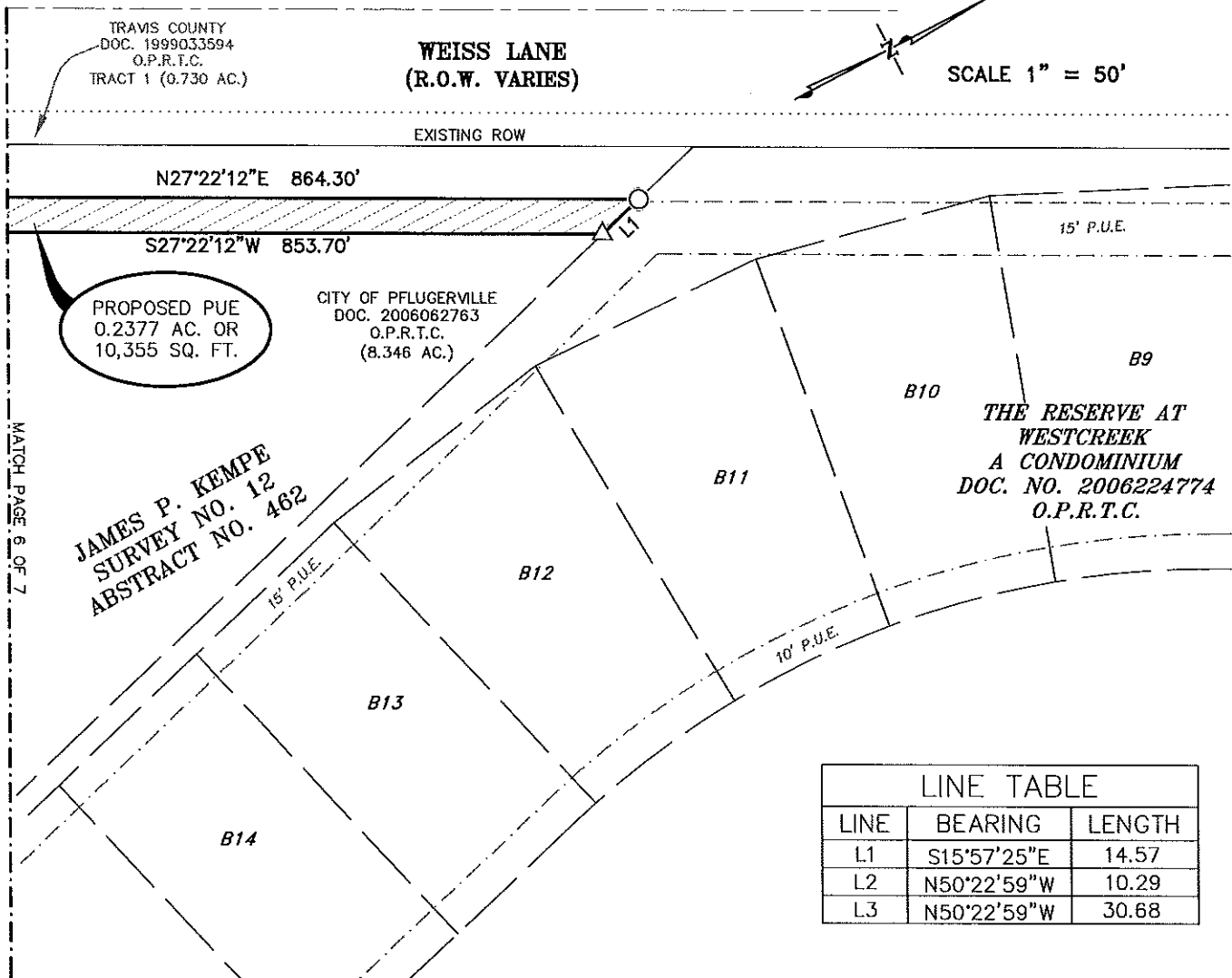
- 1/2" IRON ROD FOUND  
(UNLESS OTHERWISE NOTED)
- ⊙ 1/2" IRON ROD FOUND CAPPED  
(UNLESS OTHERWISE NOTED)
- 1/2" IRON ROD SET WITH  
CAP "MCGRAY MCGRAY"
- △ CALCULATED POINT
- (XXX) RECORD INFORMATION
- ℙ PROPERTY LINE
- P.O.B. POINT OF BEGINNING
- P.R.T.C. PLAT RECORDS TRAVIS COUNTY
- D.R.T.C. DEED RECORDS TRAVIS COUNTY
- O.P.R.T.C. OFFICIAL PUBLIC RECORDS  
TRAVIS COUNTY

SURVEYED BY: PAGE 6 OF 7

McGRAY & McGRAY  
LAND SURVEYORS, INC.  
TBPLS FIRM# 10095500  
3301 HANCOCK DRIVE #6  
AUSTIN, TEXAS 78731  
(512) 451-8591

**SKETCH TO ACCOMPANY DESCRIPTION  
OF 0.2377 AC. OR 10,355 SQ. FT. OF LAND OUT OF  
THE JOHN BRAY SURVEY NO. 10, ABSTRACT NO. 73  
AND THE JAMES P. KEMPE SURVEY NO. 12, ABSTRACT NO. 462,  
TRAVIS COUNTY, TEXAS.**

RE: TRAVIS COUNTY



LINE TABLE		
LINE	BEARING	LENGTH
L1	S15°57'25"E	14.57
L2	N50°22'59"W	10.29
L3	N50°22'59"W	30.68

NOTES:  
1. THE COORDINATE SHOWN HEREON IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83 (CORS96) DATUM AND WAS ESTABLISHED BY GPS OBSERVATION. THE BEARINGS SHOWN ARE GRID BEARINGS. THE COMBINED GRID TO SURFACE SCALE FACTOR IS 1.00010. ALL DISTANCES SHOWN ARE SURFACE DISTANCES.  
2. THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF CHICAGO TITLE INSURANCE COMPANY TITLE COMMITMENT GF NO. 1618364-KFO.

**LEGEND**

- 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- ⊙ 1/2" IRON ROD FOUND CAPPED (UNLESS OTHERWISE NOTED)
- 1/2" IRON ROD SET WITH CAP "MCGRAY MCGRAY"
- △ CALCULATED POINT
- (xxx) RECORD INFORMATION
- ℙ PROPERTY LINE
- P.O.B. POINT OF BEGINNING
- P.R.T.C. PLAT RECORDS TRAVIS COUNTY
- D.R.T.C. DEED RECORDS TRAVIS COUNTY
- O.P.R.T.C. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY

*Chris Conrad*



12/28/16

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE  
Note: This copy of this plat is not valid unless an original signature through an original seal appears on its face. There is a description to accompany this plat.

TCAD# 0275600414 and 0275600412

M:\LJA~15-043~Weiss Lane-Pflugerville\DWG\Parcels\City of Pflugerville PUE

ISSUED: 12/28/16  
PAGE 7 OF 7

SURVEYED BY:  
**McGRAY & McGRAY**  
**LAND SURVEYORS, INC.**  
TBPLS FIRM# 10095500  
3301 HANCOCK DRIVE #6  
AUSTIN, TEXAS 78731  
(512) 451-8591

JOB NO.: 16-083