

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 ACCESS EASEMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

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 Access easement (“Easement”) to be held in trust for the benefit of the traveling public 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 those approved in writing by the Grantor by and through the City Manager or the City Manager’s designee.
 - (c) “Public Access Improvement” shall mean roadway, drainage and associated appurtenances constructed by Grantor, but shall specifically

exclude water, wastewater, electricity, fiber optic, gas, television cable, and telecommunication infrastructure or any other public utility use unless authorized in the future by Grantor.

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 Access Improvement purposes only, including placement, construction, installation, replacement, repair, maintenance, relocation, removal, and operation of Public Access Improvement facilities and related appurtenances ("Facilities"), or making connections thereto it being the intent of this Easement to clearly identify the extent of the Grantor's property over which public roadway access is granted. The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, replacement and expansion of the Public Access Improvement facilities and related appurtenances.
4. *Term.* Easement rights granted herein shall be in perpetuity, subject to the following reservations.

Reservation of Rights. 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.
5. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.
6. *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.
7. *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.
8. *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.
9. *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.

10. *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.
11. *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 _____, 2017.

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 _____, 2017, 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

Exhibit "B"
Page 1 of 2
February 17, 2017

0.558 Public Access Easement
Joseph Wiehl Survey No. 8
Abstract 802
Travis County, Texas

DESCRIPTION

DESCRIPTION OF A 0.558 ACRE TRACT OF LAND SITUATED IN THE JOSEPH WIEHL SURVEY NO. 8, ABSTRACT 802, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 24.372 ACRE TRACT OF LAND DESCRIBED AS "WERCHAN TRACT" IN A SPECIAL WARRANTY DEED TO THE CITY OF PFLUGERVILLE, OF RECORD IN DOCUMENT NO. 2003038258, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 24.596 ACRE TRACT OF LAND DESCRIBED AS "CHERRY TRACT" IN A SPECIAL WARRANTY DEED TO THE CITY OF PFLUGERVILLE, OF RECORD IN DOCUMENT NO. 2003038259, OF SAID OFFICIAL PUBLIC RECORDS, SAID 0.558 ACRE TRACT OF LAND AS DEPICTED ON THE ACCOMPANYING SKETCH ENTITLED EXHIBIT "A" PUBLIC ACCESS EASEMENT, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found in the east line of that certain 60 foot wide right-of-way known as Weiss Lane, as dedicated in Book 2, Page 294, of the Commissioner's Court Road Book, Travis County, Texas, being also the southwest corner of said Werchan Tract, being also the northwest corner of that certain 2.0 acre tract of land described as Tract 2 in a deed to Irby Max Ford, of record in Volume 11526, Page 796, of the Real Property Records of Travis County, Texas, and being the southwest corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2 inch iron pipe found for the southwest corner of said Ford Tract 2, bears South 27° 33' 00" West, at a distance of 333.80 feet;

THENCE, North 27° 41' 03" East, with said east line of said Weiss Lane, the west line of said Werchan Tract, the west line of said Cherry Tract, and the west line of the herein described tract, for a distance of 815.91 feet to a 1/2 inch iron rod found for the northwest corner of said Cherry Tract, being also the southwest corner of that certain 24.60 acre tract of land as described in a deed to Norman and Virginia Weiss, of record in Document No. 2001019556, said Official Public Records, and being the northwest corner of the herein described tract;

THENCE, South 62° 34' 09" East, with the northeast line of said Cherry Tract, the southwest line of said Weiss tract, and the northeast line of the herein described tract, for a distance of 30.00 feet to a 1/2 inch iron rod with cap stamped "CF INC", set for the northeast corner of the herein described tract;

THENCE departing the southwest line of said Weiss tract and over and across said Cherry and Werchan tracts the following three (3) courses:

Exhibit "B"
Page 2 of 2
February 17, 2017

0.558 Public Access Easement
Joseph Wiehl Survey No. 8
Abstract 802
Travis County, Texas

1. South 27° 41' 03" West, parallel with and 30.00 feet southeast of the east line of said Weiss Lane, for a distance of 786.83 feet to a ½ inch iron rod with cap stamped "CF INC" set for an angle point,
2. South 50° 11' 38" West, for a distance of 26.15 feet to a ½ inch iron rod with cap stamped "CF INC" set for an angle point, and
3. South 27° 33' 00" West, for a distance of 5.01 feet to a ½ inch iron rod with cap stamped "CF INC" set in the southwest line of said Werchan Tract, the northeast line of said Ford Tract 2, and being the southeast corner of the herein described tract, from which point a ½ inch iron pipe found for the southeast corner of said Werchan Tract bears, South 62° 27' 03" East, at a distance of 2588.09 feet;

THENCE, North 62° 27' 03" West, with the southwest line of said Werchan Tract, the northeast line of said Ford Tract 2 and the southwest line of the herein described tract, for a distance of 20.00 feet, to the **POINT OF BEGINNING** and containing 0.558 acres of land.

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 October, 2015.

COBB, FENDLEY & ASSOCIATES, INC

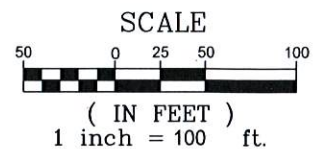
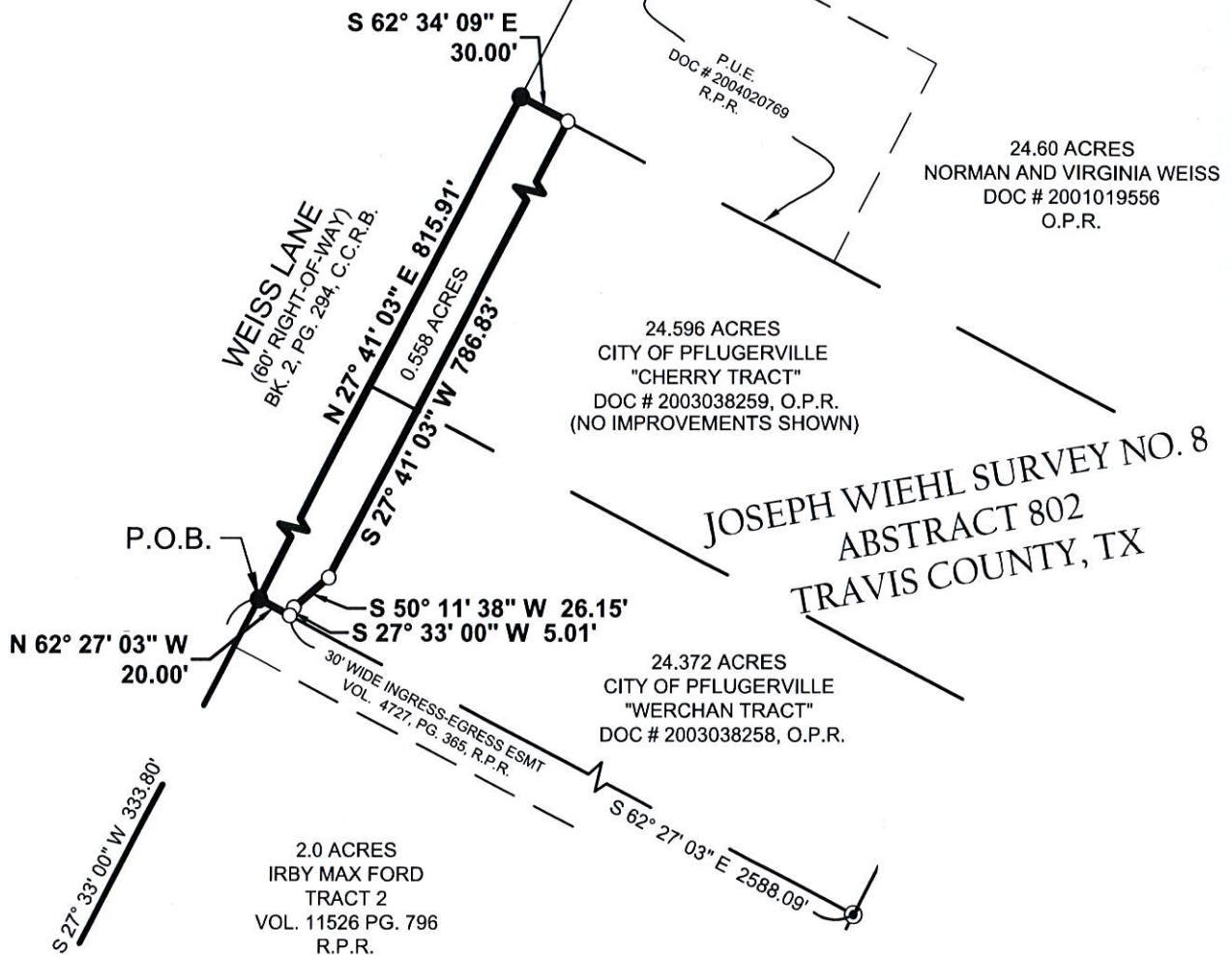
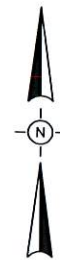
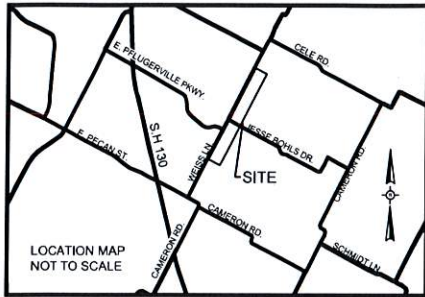
William D. Warrick 02-17-2017

William D. Warrick, RPLS
Texas Registration No. 4426



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Dwg Info: G:\Survey\PROJECTS\1512-028-01-Weiss Ln\1512-028-01-row-City of Pflugerville-REV 02-2017.dwg - Tab: SHEET 1 OF 2 - Plotted: 2/17/2017 8:12 AM By: BILL WARRICK



TBPLS FIRM REG 10046701

PROJECT: WEISS LN WTR TRANS
JOB NUMBER: 1512-028-01
DATE: 2015-10-06
SURVEYOR: W.D.-WARRICK
PARTY CHIEF: N/A
REVISED: 02-17-2017

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

Exhibit " A "
Public Access Easement

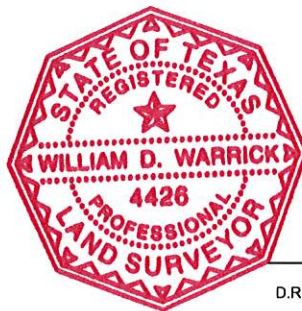
BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (NAD 83 (2011)). ALL DISTANCES AND COORDINATES WERE ADJUSTED TO THE SURFACE USING A SURFACE ADJUSTMENT FACTOR OF 1.00010. (SURFACE = GRID X SURFACE ADJUSTMENT FACTOR)

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.

THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE, NOR A TITLE COMMITMENT, OR TITLE POLICY, THERE MAY BE ADDITIONAL EASEMENT OR RESTRICTIONS, NOT SHOWN HEREON, WHICH MAY AFFECT THE PROPERTY.



I CERTIFY THAT THIS DESCRIPTION WAS PREPARED FROM A SURVEY MADE ON THE GROUND FROM JULY, 2015, TO AUGUST, 2016.

COBB, FENDLEY & ASSOCIATES, INC.

William D. Warrick 02-17-2017

WILLIAM D. WARRICK, RPLS
TEXAS REG NO. 4426

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
- R.P.R. - REAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- P.U.E. - PUBLIC UTILITY EASEMENT
- 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
- - 1/2" 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: 2015-10-06
SURVEYOR: W.D.-WARRICK
PARTY CHIEF: N/A
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Exhibit " A "
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