

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

DESCRIPTION OF 0.0690 OF ONE ACRE

DESCRIPTION OF 0.0690 OF ONE ACRE OR 3,007 SQUARE FEET OF LAND, MORE OR LESS, OUT OF THE GEORGE M. MARTIN SURVEY NO. 9, ABSTRACT NO. 529, TRAVIS COUNTY, TEXAS, AND BEING OUT OF THAT TRACT DESCRIBED AS 0.37 OF ONE ACRE, IN A DEED TO CITY OF PFLUGERVILLE, OF RECORD IN DOCUMENT NO. 2004009877, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 0.0690 OF ONE ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point at the north corner of this tract, in the northeast line of said City of Pflugerville tract and the south line of Lot 26, Block JJ, Final Plat of Villages of Hidden Lake, Phase 4C, a subdivision of record in Document No. 200600338, Plat Records, Travis County, Texas, same being in the existing northwest right-of-way line of Weiss Lane, from which a 1/2" iron rod found with cap at the east corner of Lot 22 in said Final Plat of Villages of Hidden Lake subdivision, same being in the southwest line of that tract described as 12.104 acres (Exhibit A), in a deed to Diaper Full of Love, LLC, of record in Document No. 2015179720, Official Public Records, Travis County, Texas, bears N27°24'51"E 358.07 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=10,137,567.99 E=3,169,989.55;

THENCE, with the northeast line of this tract and said City of Pflugerville tract and the existing northwest right-of-way line of Weiss Lane, **S60°23'43"E 30.03 feet** to a calculated point at the east corner of this tract and said City of Pflugerville tract;

THENCE, with the southeast line of this tract and the said City of Pflugerville tract and the existing northwest right-of-way line of Weiss Lane, **S27°24'56"W 100.36 feet** to a calculated point at the south corner of this tract and said City of Pflugerville tract;

THENCE, with the southwest line of this tract and said City of Pflugerville tract and the existing northwest right-of-way line of Weiss Lane, **N59°53'01"W 30.03 feet** to a chiseled "X" at the west corner of this tract and the east corner of Lot 18 in said Final Plat of Villages of Hidden Lake subdivision;

THENCE, with the northwest line of this tract, crossing said City of Pflugerville tract **N27°24'48"E 100.09 feet** to the POINT OF BEGINNING, and containing 0.0690 of one acre, or 3,007 square feet, more or less, contained within these metes and bounds.

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



02/21/2017

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/0.0690 ac Rev
Issued 8/31/16, Revised 02/21/17

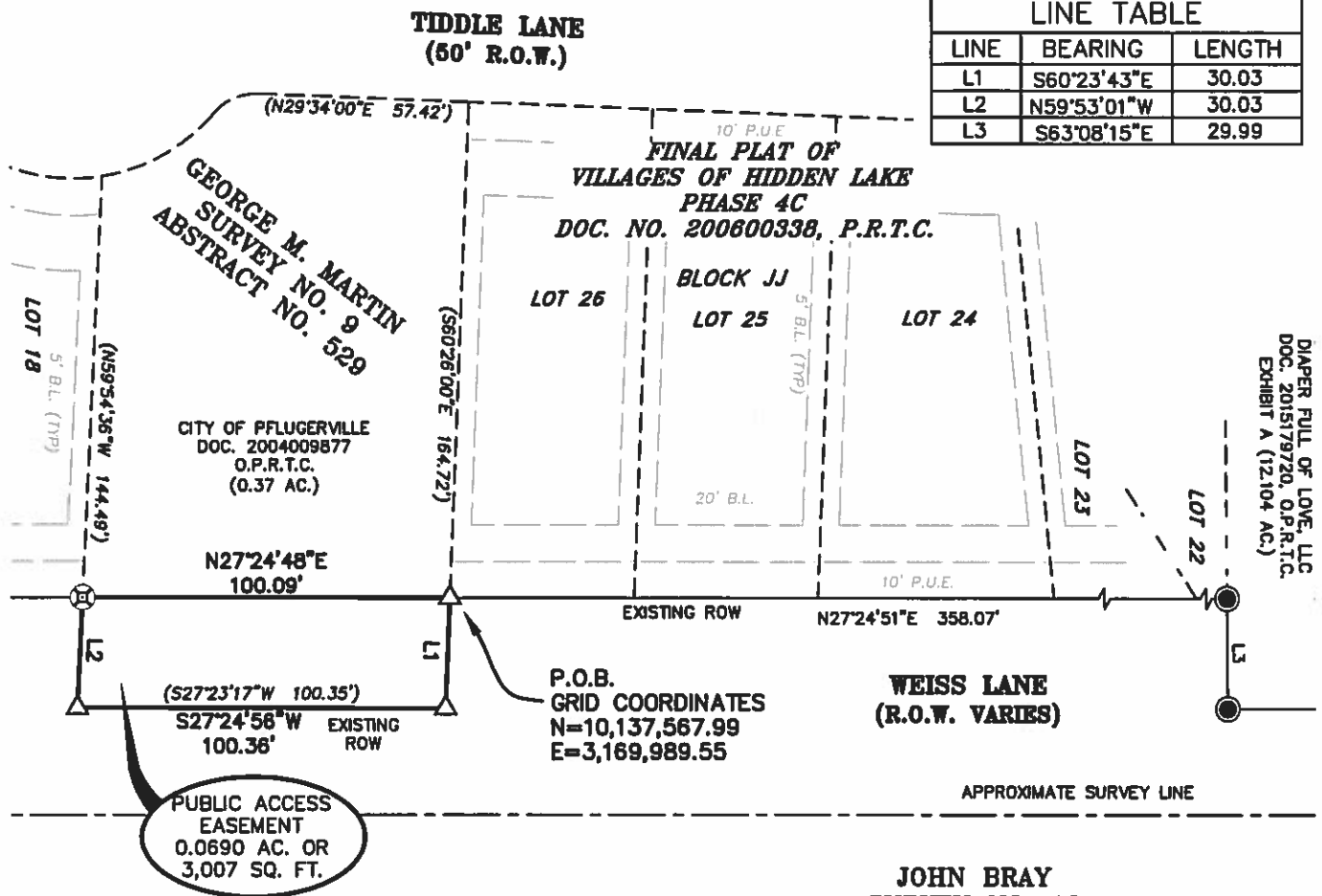
TCAD # 0275600304

**SKETCH TO ACCOMPANY DESCRIPTION
OF 0.0690 AC. OR 3,007 SQ. FT. OF LAND OUT OF
THE GEORGE M. MARTIN SURVEY NO. 9, ABSTRACT NO. 529,
TRAVIS COUNTY, TEXAS.**

RE: TRAVIS COUNTY

SCALE 1" = 50'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S60°23'43"E	30.03
L2	N59°53'01"W	30.03
L3	S63°08'15"E	29.99



DIAPER FULL OF LOVE, LLC
DOC. 2015179720, O.P.R.T.C.
EXHIBIT A (12.104 AC.)

**JOHN BRAY
SURVEY NO. 10
ABSTRACT NO. 462**

LEGEND

- 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- 1/2" IRON ROD FOUND CAPPED (UNLESS OTHERWISE NOTED)
- ⊗ CHISELED "X"
- △ 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

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 WITHOUT THE BENEFIT OF A TITLE COMMITMENT.



Chris Conrad

02/21/17

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# 0275600304

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

REVISED: 02/21/17
ISSUED: 08/31/16
PAGE 3 OF 3

SURVEYED BY:

**McGRAY & McGRAY
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(512) 451-8591

JOB NO.: 15-043