



ELECTRIC AND RIGHT-OF-WAY EASEMENT AGREEMENT
[TIMMERMAN & HAGN, LTD.]

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

GRANT OF EASEMENT:

TIMMERMAN & HAGN, LTD., a Texas limited partnership ("Grantor", whether one or more), 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 home-rule city located in Travis County, Texas ("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.

Grantor does hereby covenant and agree to **WARRANT AND FOREVER DEFEND** title to the easements herein granted, unto Grantee, its 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, subject to all title exceptions of record, to the extent the same are valid and subsisting against the Easement Tract, and the matters set forth herein.

CHARACTER OF EASEMENT:

The Easement is an easement in gross.

PURPOSE OF EASEMENT:

The Easement shall be used for electric utility purposes, including placement, construction, installation, replacement, repair, maintenance, relocation, removal, and operation of electric utility lines 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 electric utility lines and related appurtenances.

DURATION OF EASEMENT:

The Easement shall be perpetual.

EXCLUSIVENESS OF EASEMENT:

Subject to the following sentence and the section entitled "Surface Use" below, the Easement shall be exclusive, and Grantor covenants that Grantor will not convey any other easement or conflicting rights within the Easement Tract. Grantor may alter or otherwise use the surface of the Easement Tract for such purposes that do not interfere with the exercise by Grantee of the rights herein granted provided that the plans for all improvements to be placed in the Easement Tract by Grantor must be approved by Grantee before the improvements are constructed, with such approval not to be unreasonably withheld.

SURFACE USE:

Grantor hereby retains, reserves, and shall continue to enjoy the use of the surface of the Easement Tract for any and all purposes which do not interfere with or prevent the use by Grantee of the Easement herein granted. Grantee has the right to trim and cut down trees and shrubbery and to remove other improvements and structures to the extent reasonably necessary to prevent interference with the operation or repairs to Grantee's facilities in the Easement Tract.

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.

BINDING EFFECT:

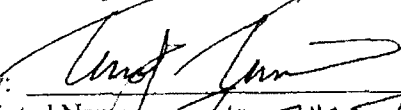
This agreement shall bind and inure to the benefit of the respective parties hereto, their heirs, legal representatives, successors and assigns.

ASSIGNABILITY:

This Easement and the rights of Grantee hereunder may be assigned by Grantee so long as the assignee utilizes the Easement as contemplated herein.

In witness whereof, this instrument is executed this 12th day of March, 2004.

TIMMERMAN & HAGN, LTD., a Texas limited partnership

By: 
Printed Name: Timothy Timmerman
Title: General Partner

RECEIVED, ACCEPTED AND
AGREED TO BY GRANTEE:

CITY OF PFLUGERVILLE, TEXAS

By: David Buesing
David Buesing, Acting City Manager

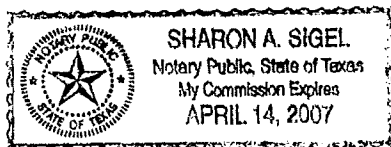
ADDRESS OF GRANTEE:

City of Pflugerville
P.O. Box 589
Pflugerville, Texas 78691

THE STATE OF TEXAS §

COUNTY OF Travis §

This instrument was acknowledged before me on March 12,
2004, by Timothy Timmerman, general partner of Timmerman & Hagn, Ltd., a Texas
limited partnership, on behalf said partnership.



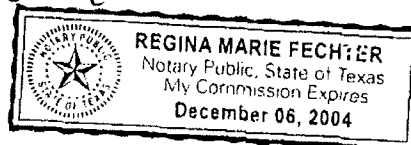
Sharon A. Sigel
Notary Public Signature

THE STATE OF TEXAS §

COUNTY OF Travis §

This instrument was acknowledged before me on 3/16/04,
2004, by David Buesing, Acting City Manager of the City of Pflugerville, Texas, on behalf of
said municipality.

Regina Marie Fechter
Notary Public Signature



AFTER RECORDING RETURN TO:
Kim Beckham
Armbrust & Brown
100 Congress Ave., Suite 1300
Austin, TX 78701
154828-2 12/10/2003



**Professional Land Surveying, Inc.
Surveying and Mapping**

Office: 512-443-1724
Fax: 512-441-6987

2807 Manchaca Road
Building One
Austin, Texas 78704

0.340 ACRE

ELECTRIC EASEMENT AND RIGHT-OF-WAY - TIMMERMAN & HAGN, LTD.

A DESCRIPTION OF 0.340 ACRES (APPROX. 14,802 S.F.) IN THE JOHN DAVIS SURVEY NO. 13 AND THE GEORGE MARTIN SURVEY NO. 9, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 535 ACRE TRACT CONVEYED TO TIMMERMAN & HAGN, LTD., BY DEED DATED DECEMBER 29, 1983, IN VOLUME 8394, PAGE 544, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.340 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the east line of the 535 acre tract, being also in the west line of a 58.06 acre tract recorded in Volume 11418, Page 1139 of the Real Property Records of Travis County, Texas, the southwest corner of a 6.722 acre easement and right-of-way granted to TXU Electric Co. as recorded in Document No. 2001051984, of the Official Public Records of Travis County, Texas, and the west corner of the herein described tract, from which a 1/2" rebar found in the proposed south right-of-way line of Pfluger Lane (90' proposed right-of-way width) bears North 27°07'55" East, a distance of 7.82 feet;

THENCE South 27°07'55" West, along the east line of the 535 acre tract and the west line of the 58.06 acre tract, a distance of 79.13 feet to a calculated point for the south corner of the herein described tract, from which a 1/2" rebar found bears South 27°07'55" West, a distance of 2017.39 feet;

THENCE leaving the west line of the 58.06 acre tract, over and across the 535 acre tract the following three (3) courses:

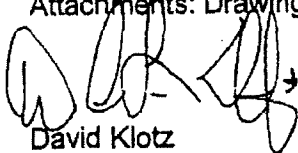
1. North 33°31'50" West, a distance of 148.98 feet to a calculated point for an interior corner of the herein described tract;
2. North 52°49'47" West, a distance of 301.24 feet to a calculated point for an interior corner of the herein described tract;
3. North 59°39'53" West, a distance of 412.39 feet to a calculated point in the south line of the 6.722 acre easement, being also the west corner of the herein described tract, from which a 1/2" rebar found bears North 16°42'35" East, a distance of 108.60 feet;

THENCE along south line of the 6.722 acre easement and right-of-way, continuing over and across the 535 acre tract for the following two (2) courses:

EXHIBIT A

1. South 60°20'24" East, a distance of 616.65 feet to a calculated point;
2. South 52°07'20" East, a distance of 226.47 feet to the **POINT OF BEGINNING**, containing an area of 0.340 acres of land, more or less.

Surveyed on the ground in June, 2002. Bearing basis is Grid Azimuth for Texas Central Zone, 1983/93 values from project coordinates provided by HDR Engineering Inc.
Attachments: Drawing 364-001-ON1.

 12/05/02
David Klotz
Registered Professional Land Surveyor
State of Texas No. 5428

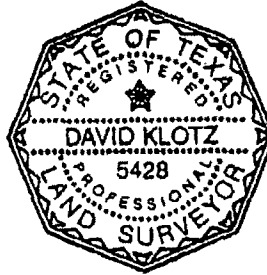


EXHIBIT A

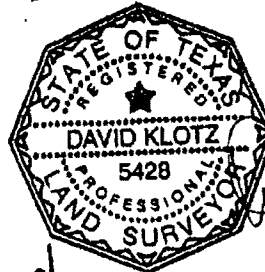
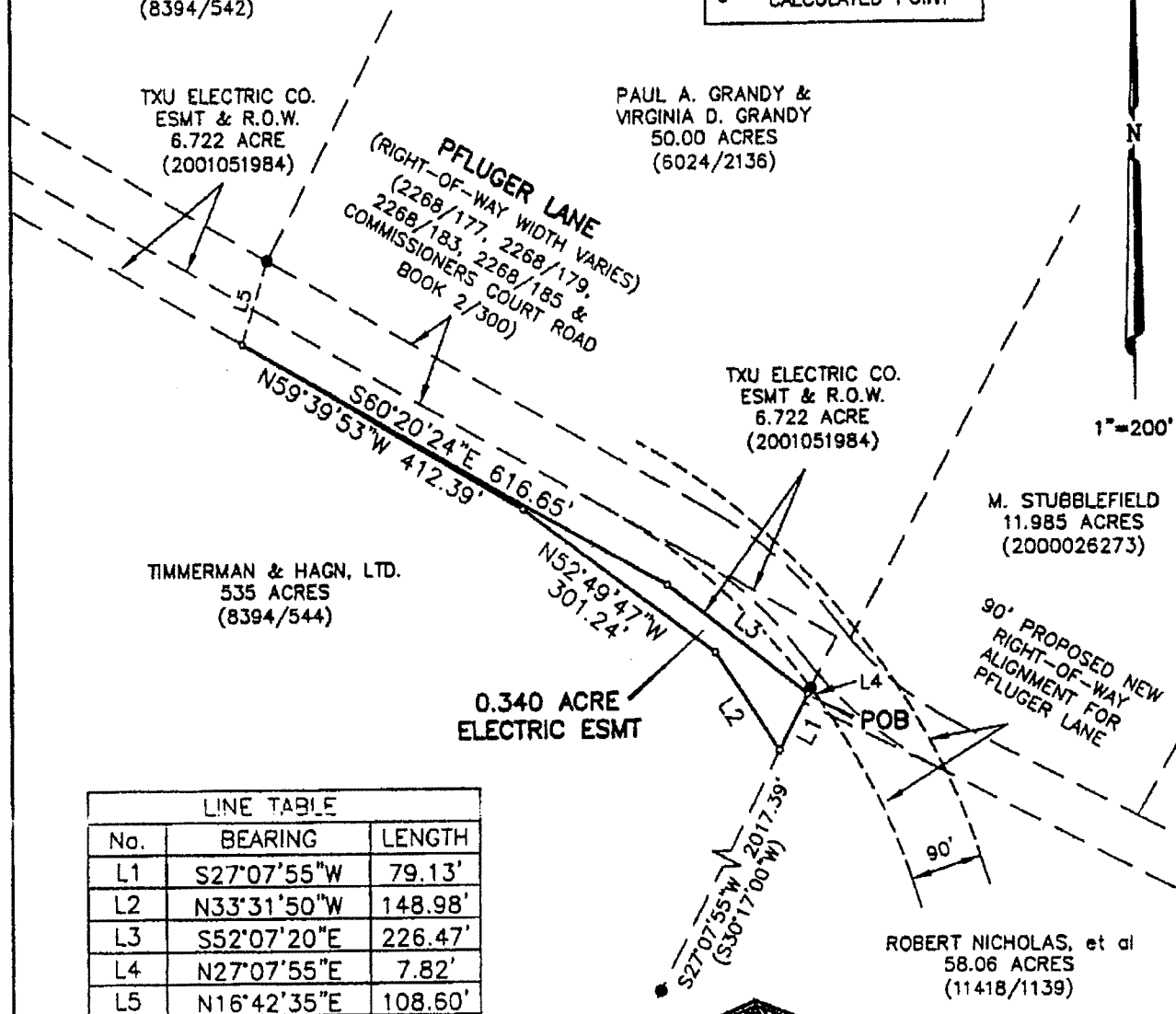
SKETCH TO ACCOMPANY A DESCRIPTION OF 0.340 ACRES (APPROX. 14,803 S.F.)
IN THE JOHN DAVIS SURVEY NO. 13 AND THE GEORGE MARTIN SURVEY NO. 9,
TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 535 ACRE TRACT CONVEYED TO
TIMMERMAN & HAGN, LTD., BY DEED DATED DECEMBER 29, 1983, IN VOLUME
8394, PAGE 544, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS.

TIMMERMAN & HAGN, LTD.
197.27 ACRES
(8394/542)

TXU ELECTRIC CO.
ESMT & R.O.W.
6.722 ACRE
(2001051984)

PAUL A. GRANDY &
VIRGINIA D. GRANDY
50.00 ACRES
(6024/2136)

LEGEND	
●	1/2" REBAR FOUND
○	CALCULATED POINT



DATE OF SURVEY: 06/19/02
PLOT DATE: 12/05/02
DRAWING NO.: 364-001-0N1
PROJECT NO.: 364-001

Chaparra
EXHIBIT A

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2004 Mar 18 11:11 AM 2004050710

WALKERA \$24.00

DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.