



**ELECTRIC UTILITY AND ACCESS EASEMENT AGREEMENT**  
**(Nicholas Property)**

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF TRAVIS     §

**GRANT OF EASEMENT:**

Under the threat of condemnation or the exercise of eminent domain by the Grantee named herein, **ROBERT THOMAS NICHOLAS AND SALLY NICHOLAS** (collectively, "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 home-rule city located in Travis County, Texas ("Grantee"), a perpetual, exclusive 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 Easement 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 the placement, construction, installation, replacement, repair, maintenance, relocation, removal, and operation of electric power and communication lines, each consisting of variable number of wires and cables, and all necessary appurtenances including supporting structures, guy wires and guy anchorages over, under, across and upon the Easement Tract, together with the right of ingress and egress over and along the easement and right-of-way and over Grantees' adjacent lands to or from the easement and right-of-way. Grantee will also have the right to: (i) install gates in all existing and future fences crossing the Easement Tract, (ii) relocate its facilities along the same general direction of said lines; and (iii) place, construct, operate, repair and maintain water and drainage lines and related appurtenances in, over and across the Easement Tract provided that such water and drainage lines do not run parallel to the electric power and communication lines in the Easement Tract.

The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, replacement and expansion of the utilities and related facilities described above.

**DURATION OF EASEMENT:**

The Easement shall be perpetual.

**EXCLUSIVENESS OF EASEMENT:**

Subject to 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.

**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.

**RESTORATION:**

Upon completion of construction of the improvements within the Easement Tract, or upon completion of any subsequent construction, maintenance or repair which disturbs the surface of the Easement Tract, Grantee will fill all trenches, repair and restore any fencing located outside the Easement Tract that is damaged by the construction activities, remove all construction debris and restore, as nearly as possible, the surface of the Easement Tract to its condition prior to commencement of construction.

**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 in whole or in part by Grantee so long as the assignee utilizes the Easement as contemplated herein.

In witness whereof, this instrument is executed this 12<sup>th</sup> day of APRIL, 2006.




ROBERT THOMAS NICHOLAS

  
SALLY NICHOLAS

**RECEIVED, ACCEPTED AND  
AGREED TO BY GRANTEE:**

**CITY OF PFLUGERVILLE, TEXAS**

By:   
David Buesing, City Manager

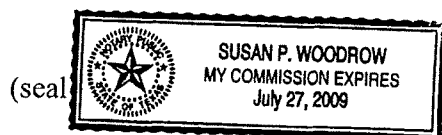
ADDRESS OF GRANTEE:

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

THE STATE OF TEXAS                   §

COUNTY OF TRAVIS                   §

This instrument was acknowledged before me on April 12, 2006,  
by Robert Thomas Nicholas.

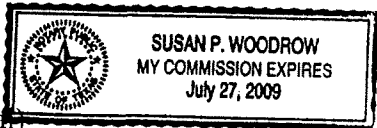


  
Notary Public Signature

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on April 12, 2006,  
by Sally Nicholas.



Susan P. Woodrow  
Notary Public Signature

THE STATE OF TEXAS §

COUNTY OF Travis §

This instrument was acknowledged before me on April 20<sup>th</sup>, 2006,  
by David Buesing, City Manager of the City of Pflugerville, Texas, on behalf of said  
municipality.

(seal)

Hazel C. Sherrod  
Notary Public Signature

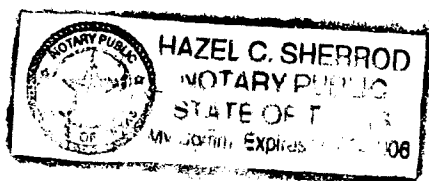


EXHIBIT A

FIELD NOTES  
FOR

ELECTRIC POWER AND COMMUNICATIONS EASEMENT

ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF THE E. KIRKLAND SURVEY NO. 7 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 58.06 ACRE TRACT OF LAND CONVEYED TO ROBERT T. NICHOLAS AND SALLY NICHOLAS BY INSTRUMENT RECORDED IN VOLUME 11418, PAGE 1139 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, THE HEREIN DESCRIBED TRACT BEING AN ELECTRIC POWER AND COMMUNICATIONS EASEMENT AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a ½ inch capped iron pin set at the Northeast corner of said 58.06 acre tract, being in the South r.o.w. line of Pfluger Lane;

THENCE along the East line of said 58.06 acre tract, S 27°09'03" W for a distance of 1254.13 feet to a point;

THENCE N 62°50'57" W for a distance of 40.05 feet to a ½ inch capped iron pin set in a West line of that certain Electric Power and Communications Easement recorded in Document No. 2001050093 of the Official Public Records of Travis County, Texas, being in the proposed South r.o.w. line of Pfluger Lane realignment, for the Northeast corner and PLACE OF BEGINNING hereof;

THENCE along a West line of said existing easement, S 27°09'25" W for a distance of 69.83 feet to a ½ inch capped iron pin set for the Southeast corner hereof;

THENCE along the Southerly line of the herein described easement for the following courses:

N 13°41'59" W for a distance of 29.75 feet to a ½ inch capped iron pin set

N 47°40'24" W for a distance of 342.12 feet to a ½ inch capped iron pin set

N 25°30'15" W for a distance of 358.49 feet to a ½ inch capped iron pin set

N 06°21'50" W for a distance of 356.15 feet to a ½ inch capped iron pin set

N 00°23'09" W for a distance of 397.08 feet to a ½ inch capped iron pin set

N 14°45'46" W for a distance of 298.79 feet to a ½ inch capped iron pin set

N 33°31'50" W for a distance of 123.86 feet to a ½ inch capped iron pin set in the West line of said 58.06 acre tract, for the Southwest corner hereof;

THENCE along the West line of said 58.06 acre tract, N 27°08'57" E for a distance of 52.39 feet to a ½ inch capped iron pin set at a Westerly corner of said Electric Power and Communications Easement recorded in Document No. 2001050093, for the Northwest corner hereof;

FIELD NOTES  
FOR

ELECTRIC POWER AND COMMUNICATIONS EASEMENT - Page Two

THENCE along a South line of said existing easement, S 57°40'07" E for a distance of 53.68 feet to a ½ inch capped iron pin set in the proposed South r.o.w. line of Pfluger Lane realignment;

THENCE along the proposed South r.o.w. line of Pfluger Lane realignment for the following courses:

Along a curve to the right whose radius is 845.00 feet, whose arc is 452.16 feet and whose chord bears S 17°02'04" E for a distance of 446.79 feet to a ½ inch capped iron pin set

S 01°45'47" E for a distance of 490.97 feet to a ½ inch capped iron pin set at a point of curve

Along a curve to the left whose radius is 955.00 feet, whose arc is 828.51 feet and whose chord bears S 26°37'00" E for a distance of 802.77 feet to a ½ inch capped iron pin set

S 51°28'12" E for a distance of 74.14 feet to the PLACE OF BEGINNING hereof.

SURVEYED BY:  
Roy D. Smith Surveyors, P.C.

  
ROY D. SMITH

REGISTERED PROFESSIONAL SURVEYOR NO. 4094  
December 10, 2002

Job - Nicholas Easement

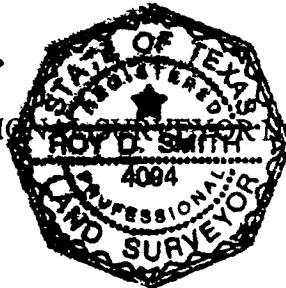


EXHIBIT TO ACCOMPANY FIELD NOTES  
FOR A ELECTRIC POWER & COMMUNICATIONS  
EASEMENT.

○ 1/2" CAPPED IRON PIN SET

SCALE 1" = 300'

ELECTRIC POWER & COMMUNICATIONS  
ESMT. DOC. NO. 2001050093

PFLUGER LANE

S57°40'07"E  
53.88'  
N27°08'57"E  
32.39'  
N33°31'50"W 123.88'

S17°02'04"E  
C = 448.79'  
L = 452.18  
R = 845.00  
Δ = 30°38'33"  
T = 231.64

( 58.08 AC )

ROBERT NICHOLAS ET.AL.  
VOL. 11418, PG. 1139

THEODOR R. TIMMERMAN  
VOL. 365, PG 164

ELECTRIC POWER AND  
COMMUNICATIONS ESMT  
2.515 AC.

S26°37'00"E  
C = 802.77'  
L = 828.51  
R = 955.00  
Δ = 49°42'25"  
T = 442.35

KATHLEEN M. ENGLAND & JAY L. JOHNSON  
VOL. 1711R PG 105

E. KIRKLAND SURVEY NO. 7

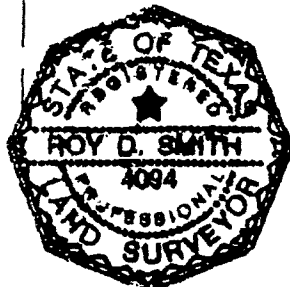
ELECTRIC POWER & COMMUNICATIONS  
ESMT. DOC. NO. 2001050093

ROBERT NICHOLAS ET.AL.  
VOL. 11418, PG. 1139

SURVEYED BY  
ROY D. SMITH SURVEYORS, P.C.

*Roy D. Smith*

REGISTERED PROFESSIONAL SURVEYOR NO. 4094  
1214 WEST 5th STREET - SUITE A  
AUSTIN, TEXAS 78703  
PHONE (512) 478 - 9821  
DECEMBER 10, 2002



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.

## FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

2006 Apr 21 04:50 PM 2006072984

RANEYJ \$44.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS