

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 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 non-exclusive 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 a wastewater pipeline and associated appurtenances.

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, but the rights are nonexclusive in that Grantor may grant additional rights of use that do not interfere with the rights granted hereunder. 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.
5. *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.
6. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.
7. *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.
8. *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.
9. *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.

10. *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.
11. *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.
12. *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: \_\_\_\_\_  
Trey Fletcher, Interim City Manager

ATTEST:

\_\_\_\_\_  
Karen Thompson, City Secretary

THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS         §

This instrument was acknowledged before me on \_\_\_\_\_, 2018, by Trey Fletcher, Interim City Manager of the City of Pflugerville, Texas, a Texas home-rule municipality, on behalf of said municipality.

\_\_\_\_\_  
Notary Public Signature

(seal)



PO Box 90876  
Austin, TX 78709  
(512) 537-2384  
jward@4wardls.com  
[www.4wardls.com](http://www.4wardls.com)

**Legal Description**

**BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.0373 ACRE (1,627 SQUARE FEET), MORE OR LESS, OUT OF LOT B, REPLAT OF LOTS 3A & 4, SETTLERS RIDGE COMMERCIAL NO. 3, A SUBDIVISION RECORDED IN DOCUMENT NO. 200600204 OF THE (O.P.R.T.C.T.), CONVEYED TO THE CITY OF PFLUGERVILLE, TEXAS IN VOLUME 12960, PAGE 273 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS (R.P.R.T.C.T.), SAID 0.0373 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING**, at a 1/2-inch iron rod found in the east line of Lot 3B, Settlers Ridge Commercial No. 3, a subdivision recorded in Volume 84, Page 141D of the (P.R.T.C.T.), and being the southwest corner of said Lot A2, Replat of Lot A of the Replat of Lots 3A & 4 Settlers Ridge Commercial No. 3, a subdivision recorded in Document No. 200600367 of the (O.P.R.T.C.T.), conveyed to Christopher Patrick Carothers and Michelle Lovretta Carothers in Document No. 2011117194 of the (O.P.R.T.C.T.), and being the northwest corner of said Lot B, and being the northwest corner and **POINT OF BEGINNING** hereof, from which a Mag nail found in the south line of Lot 2, Settlers Ridge Commercial, a subdivision recorded in Volume 83, Page 174B of the Plat Records of Travis County, Texas (P.R.T.C.T.), being the northeast corner of said Lot 3B, and being the northwest corner of said Lot A2 bears, N27°39'23"E, a distance of 130.00 feet;

**THENCE**, with the south line of said Lot A2 and the north line of said Lot B, **S62°26'33"E**, a distance of **15.00** feet to a calculated point for the northeast corner hereof, from which a 1/2-inch iron rod found for an angle point in the south line of said Lot A2, being in the north line of said Lot B, and being the southwest corner of Lot A1 of said Replat of Lot A bears, S62°26'33"E, a distance of 170.90;

**THENCE**, leaving the south line of said Lot A2, over and across said Lot B the following two (2) courses and distances:

- 1) **S27°39'23"W**, a distance of **108.45** feet to a calculated point for the southeast corner hereof,
- 2) **N62°17'46"W**, a distance of **15.00** feet to a calculated point for the southwest corner hereof, being in the west line of said Lot B, and being in the east line of Lot C, of said Replat of Lot A of the Replat of Replat of Lots 3A & 4, conveyed to Christopher Patrick Carothers and Michelle Lovretta Carothers in Document No. 2011117194 of the (O.P.R.T.C.T.), from which a 1/2-inch iron rod found in the north right-of-way line of Pfluger Street (60' right-of-way) being the southwest corner of said Lot B, and being the southeast corner of said Lot C bears, S27°39'23"W, a distance of 201.24 feet;

**THENCE**, in part with the west line of said Lot B, in part east line of said Lot C, and in part the east line of said Lot 3B, **N27°39'23"E**, passing at 58.74 feet the northeast corner of Lot C, being the southeast corner of Lot 35, in all a distance of **108.42** feet to the **POINT OF BEGINNING** and containing 0.0373 Acre (1,627 Square Feet) of land, more or less.

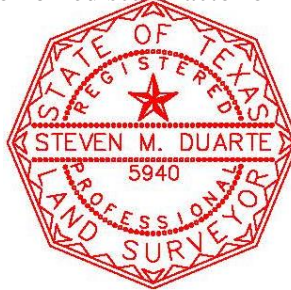
**NOTE:**

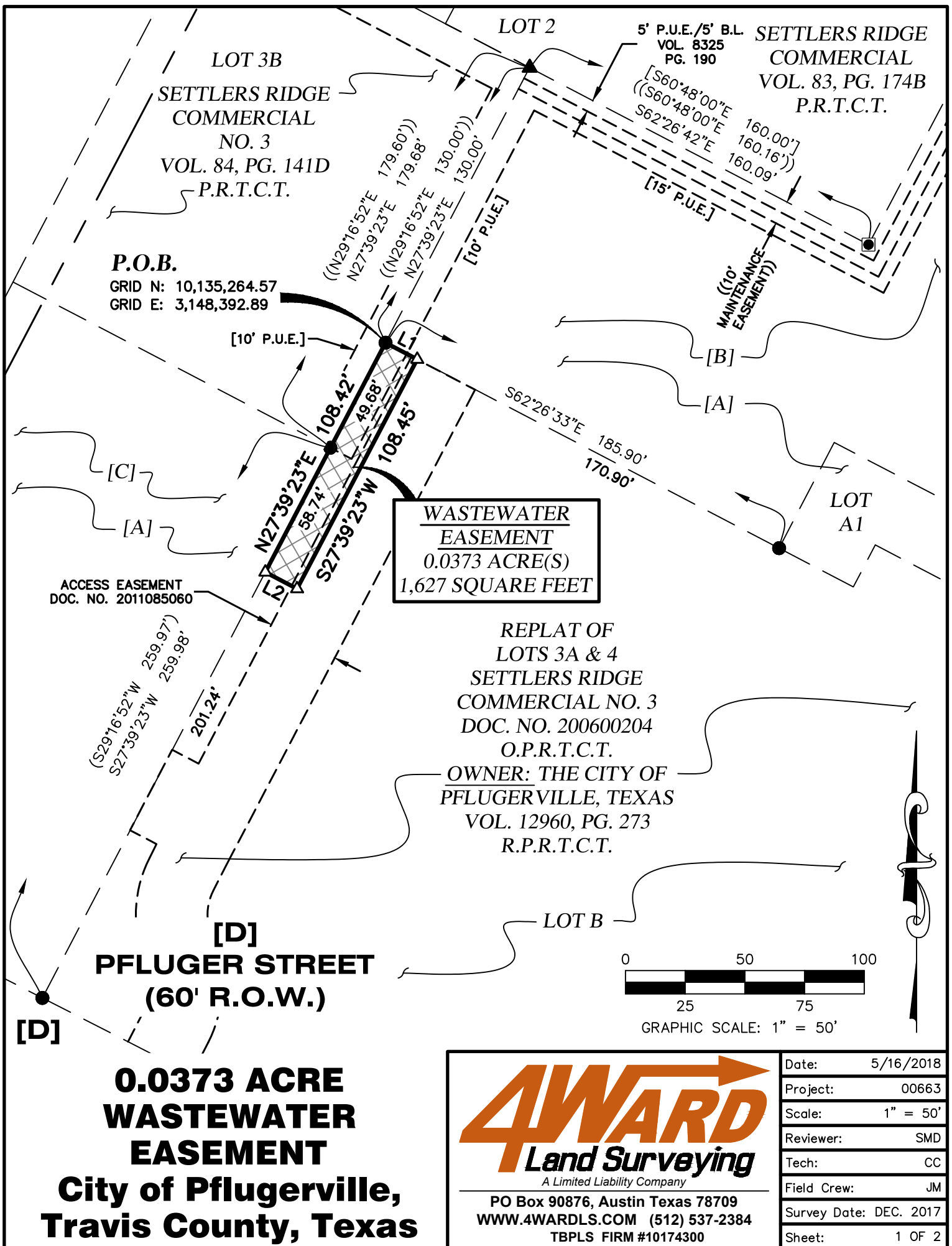
All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000107005359. See attached sketch (reference drawing: 00663-WWE-2.dwg).



**5/16/2018**

Steven M. Duarte, RPLS #5940  
4Ward Land Surveying, LLC





[A]  
 REPLAT OF LOT A OF THE  
 REPLAT OF LOTS 3A & 4 SETTLERS RIDGE  
 COMMERCIAL NO. 3 - FINAL PLAT  
 DOC. NO. 200600367  
 O.P.R.T.C.T.

[B]  
 TRACT 1: LOT A2  
 OWNER: CHRISTOPHER PATRICK  
 CAROTHERS AND MICHELLE  
 LOVRETTA CAROTHERS  
 DOC. NO. 2011117194  
 O.P.R.T.C.T.

[C]  
 TRACT 2: LOT C  
 OWNER: CHRISTOPHER PATRICK  
 CAROTHERS AND MICHELLE  
 LOVRETTA CAROTHERS  
 DOC. NO. 2011117194, O.P.R.T.C.T.

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S62°26'33"E	15.00'
L2	N62°17'46"W	15.00'



5/16/2018

**0.0373 ACRE  
 WASTEWATER  
 EASEMENT  
 City of Pflugerville,  
 Travis County, Texas**

LEGEND	
	PROPOSED EASEMENT LINE
	EXISTING PROPERTY LINES
	EXISTING EASEMENTS
	1/2" IRON ROD FOUND (UNLESS NOTED)
	IRON ROD WITH "RPLS 3693" CAP FOUND (UNLESS NOTED)
	CALCULATED POINT
	MAG NAIL FOUND
DOC. NO.	DOCUMENT NUMBER
P.U.E.	PUBLIC UTILITY EASEMENT
B.L.	BUILDING LINE
VOL./PG.	VOLUME, PAGE
R.O.W.	RIGHT-OF-WAY
P.R.T.C.T.	PLAT RECORDS, TRAVIS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
R.P.R.T.C.T.	REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
(.....)	RECORD INFORMATION PER PLAT DOC. NO. 200600204
((.....))	RECORD INFORMATION PER PLAT DOC. NO. 200600367
[.....]	RECORD INFORMATION PER PLAT VOL. 84 PG. 141D

**NOTES:**

- 1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000107005359.
- 2) SEE ATTACHED METES AND BOUNDS DESCRIPTIONS.

 <b>4WARD</b> <i>Land Surveying</i> A Limited Liability Company PO Box 90876, Austin Texas 78709 WWW.4WARDLS.COM (512) 537-2384 TBPLS FIRM #10174300	Date:	5/16/2018
	Project:	00663
	Scale:	1" = 50'
	Reviewer:	SMD
	Tech:	CC
	Field Crew:	JM
	Survey Date:	DEC. 2017
	Sheet:	2 OF 2