

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PFLUGERVILLE, TEXAS, AUTHORIZING THE ACCEPTANCE, IN ACCORDANCE WITH CITY PARKLAND DEDICATION REQUIREMENTS AND THROUGH SPECIAL WARRANTY DEED, OF CERTAIN REAL PROPERTY DESCRIBED AS LOTS 4 AND 5, PFLUGERVILLE FARMS APARTMENTS, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, RECORDED IN DOCUMENT NO. 202000161 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND DIRECTING THE CITY MANAGER AND CITY ATTORNEY, OR THEIR RESPECTIVE DESIGNEES, TO TAKE ALL NECESSARY ACTIONS TO COMPLETE THE LAND CONVEYANCE TO THE CITY.

WHEREAS, the City of Pflugerville has created and continues to establish a comprehensive network of public parks and facilities, hike and bike trails, open spaces, and other community facilities in order to serve the recreational needs of residents and visitors to the City, preserve environmentally sensitive areas, and serve other public purposes intended to provide for the health, safety, and general welfare of the City; and

WHEREAS, pursuant to Subchapter 14 of the City of Pflugerville Unified Development Code, residential developments within the City are required to include either the dedication and conveyance of public parkland, or the payment of a fee in-lieu of dedication to further these purposes; and

WHEREAS, the developer of the residential Pflugerville Farms Apartments Subdivision wishes to convey Lot 4 and 5, Pflugerville Farms Apartments Subdivision (approximately 8.322 acres) by Special Warranty Deed, as provided in Exhibit "A," pursuant to the City Code parkland dedication requirements and City policies; and

WHEREAS, the City of Pflugerville finds that this conveyance of parkland by the developer satisfies the parkland dedication requirements as described herein; and

WHEREAS, per Section 4.01 (c) 10 of the City Charter, if authorized by the City Council, the City Manager may sign any contract, conveyance or other document;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PFLUGERVILLE:

SECTION 1. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

SECTION 2. The City Council of the City of Pflugerville hereby accepts the dedication of parkland known as Lot 4 and 5, Pflugerville Farms Apartments Subdivision (approximately 8.322 acres) by Special Warranty Deed, and as provided in Exhibit "A."

SECTION 3. The City Council directs and authorizes the City Manager and City Attorney or their respective designees to take all necessary actions to complete the land conveyance to City, including authorizing the City Manager to sign execute the Special Warranty Deed, in substantial form.

SECTION 4. This Resolution shall become effective immediately upon its passage, approval, and publication as provided by law.

PASSED AND APPROVED this _____ day of _____ 2023.

Victor Gonzales, Mayor

ATTEST:

Trista Evans, City Secretary

APPROVED AS TO FORM:

CHARLIE ZECH, City Attorney
DENTON NAVARRO ROCHA BERNAL & ZECH, PC

Exhibit A

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.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS: That RPC STONE HILL INVESTMENTS, LP, a Delaware limited partnership, a Texas limited partnership (“Grantor”), for a full valuable cash consideration to Grantor in hand paid by the CITY OF PFLUGERVILLE, TEXAS, a home-rule municipality located in Travis County, Texas (“Grantee”), whose mailing address is P.O. Box 589, Pflugerville, Travis County, Texas 78691, the receipt and sufficiency of which consideration are hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee, subject to all of the reservations, exceptions and other matters set forth or referred to herein, the property depicted on Exhibit “A”, attached hereto and incorporated herein by reference (“Property”).

Exceptions to Conveyance and Warranty: All matters of record or visible and apparent on the ground, to the extent the same are valid, subsisting, and affect the Property Grantor hereby reserves all of Grantor’s interest in and to all of the following (collectively, the “Reserved Minerals”): all oil, gas and hydrocarbons, and all subsurface water rights in, on, and under and that may be produced from the Property, except that Grantee shall be permitted to drill wells for subsurface water for use on the Property to serve any improvements and for landscape irrigation. Grantor hereby expressly releases and waives, on behalf of itself and its successors and assigns in title to the Reserved Minerals, the right to use of the surface estate for mineral exploration, development, or production, whether granted by common law or statute, including but not limited to rights of ingress and egress to enter upon the surface of the Property for purposes of exploring for, developing, drilling, producing, transporting, mining, treating, storing or any other purposes incident to the development or production of the Reserved Minerals. However, nothing herein contained shall ever be construed to prevent Grantor, its successors and assigns, from developing or producing any of the Reserved Minerals by pooling or by directional drilling under the Property from well sites located on tracts other than the Property, or otherwise so long as Grantor avoids physically entering upon the surface of the Property and without using or storing any equipment on the surface.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances pertaining thereto in anywise belonging, unto Grantee, and Grantee's successors or assigns, forever; and Grantor does hereby bind Grantor, and Grantor's successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, Grantee's 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, except as to the Exceptions to Conveyance and Warranty.

Signature page to follow:

Executed effective as of this _____ day of _____, 2023.

GRANTOR:

RPC STONE HILL INVESTMENTS, LP,
a Delaware limited partnership

By: RPC Stone Hill GP, LLC,
a Delaware limited liability company,
its general partner

By: _____
Greg Bates, Manager

STATE OF TEXAS)
) ss.
County of DALLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Greg Bates, the Manager of RPC Stone Hill GP, LLC, a Delaware limited liability company, the general partner of RPC Stone Hill Investments, LP, a Delaware limited partnership on behalf of the limited partnership.

Notary Public

AGREED AND ACCEPTED:

CITY OF PFLUGERVILLE, TEXAS,

a Texas home-rule municipality

By: _____

Sereniah Breland, City Manager

ATTEST:

Trista Evans, City Secretary

THE STATE OF TEXAS §

§

COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2023, by Sereniah Breland, City Manager of the City of Pflugerville, Texas, a Texas home-rule municipality, on behalf of said municipality.

Notary Public Signature

(seal)

After recordation please return to: City of Pflugerville
Attn: Sereniah Breland, City Manager
P.O. Box 589
Pflugerville, Texas 78691

Exhibit “A”



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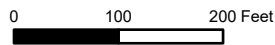
A CALLED 4.045 ACRE TRACT, BEING ALL OF LOT 4 AND ALL OF A CALLED 4.277 ACRE TRACT, BEING ALL OF LOT 5, BOTH OF PFLUGERVILLE FARMS APARTMENTS, A SUBDIVISION ACCORDING TO THE PLAT RECORDED IN DOCUMENT NO. 202000161 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.



**Pflugerville Farms
Apartments Parkland
Conveyance**

Legend

-  Parkland Conveyance
-  Pflugerville City Limits



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The City of Pflugerville makes no warranty, representation, or guarantee of any kind regarding either the maps or information provided herein. The City of Pflugerville specifically disclaims all representations or warranties, express or implied, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, completeness, use or misuse of the information provided. For additional information please call the City's Geographic Information Services Division at (512) 990-6300 or visit the City's website at www.pflugervilletx.gov.



Locator Map

