

**EASEMENT PURCHASE AGREEMENT
BRUCE CASH (SELLER)**

This Purchase Agreement (this "Agreement") is made and entered into by and between the **CITY OF PFLUGERVILLE, TEXAS**, a Texas municipal corporation ("Buyer"), and **BRUCE CASH**, an individual ("Seller"), hereafter collectively referred to as the "Parties", upon the premises and for the purposes set out herein, and is effective as stated in this Agreement.

INTRODUCTION

A. Seller is the current owner of 3.00 acre and 8.138 acre tracts recorded by Deed Document No. 2000010288, Official Public Records, Travis County, Texas.

B. Buyer requires acquisition of portions of these tracts for a roadway slope easement as part of the Heatherwilde Widening Capital Improvement Project more particularly described in **Exhibit "A" and Exhibit "B"**.

C. Seller is willing to convey and Buyer to purchase the easement for the appraised value of \$6,378.00

NOW, THEREFORE, in exchange for the mutual promises provided herein, the Parties agree as follows:

I.

Purchase and Sale Agreement. For the Purchase Price, Seller agrees to sell and convey an Easement to Buyer, and Buyer agrees to buy and pay Seller for an Easement as described in **Exhibit "A" and Exhibit "B"** for the construction, maintenance, repair, relocation, removal, and operation of an earthen embankment slope for purposes of lateral support of the abutting public road. The promises by Buyer and Seller stated in this contract are the consideration for the formation of this contract. The obligation of the Buyer contained in this agreement is conditional on City Council of Pflugerville's approval and acceptance of the Easement. In the event the City Council does not approve the acceptance of the Easement, Buyer shall pay Seller \$100.00, as consideration for Seller's agreement to the condition on closing and shall return to Seller all original documents, unfiled with the County, at Buyer's expense.

II.

The Purchase Price. Six Thousand Three Hundred Seventy-eight dollars (\$6,378.00) to be paid at closing.

III.

The Property. A 10 foot wide Easement over, across, under and through 3.00 acre and 8.138 acre tracts located in Travis County, Texas and as referenced in that certain instrument recorded as Deed Document No. 200010288, in the official public records of

Travis County, Texas, and as more particularly described in **Exhibit "A" and Exhibit "B"**, attached hereto and incorporated by reference for all purposes.

IV.

Easement Instrument. The Instrument of Conveyance shall be in substantial conformance with the form and substance as **Exhibit "C"**, attached hereto and incorporated by reference for all purposes.

V.

Miscellaneous.

- A. *Closing Date.* The parties shall close on this transaction within 30 days of: 1) City Council's approval and acceptance of the Easement; and 2) after Seller furnishes Buyer subordinations of any and all liens, but only to the extent Seller has the capacity and authority to provide such instruments.
- B. *Notice.* Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the party to be notified and with all charges prepaid; (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement; or (iv) by facsimile with confirming copy sent by one of the other described methods of notice set forth. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective only when received. For purposes of notice, the addresses of the parties will, until changed as provided below, be as follows:

Buyer: City of Pflugerville
100 East Main Street
Pflugerville, Texas 78660
Attn: Brandon Wade, City Manager

Seller: Bruce Cash
4005 Island Knoll Drive
Austin, Texas 78746

- C. *Severability; Waiver.* If any provision of this agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is similar in terms to the illegal, invalid, or enforceable provision as is possible. Each of the rights and obligations of the parties hereto are separate covenants. Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not be deemed a waiver of such provision or any other provision, and such party may at

any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.


- D. Applicable Law and Venue.* The interpretation, performance, enforcement, and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Travis County, Texas.
- E. Entire Agreement.* With the exception of the permits and approvals to be issued in connection with this Agreement, this Agreement contains the entire agreement of the Parties and there are no other agreements or promises, oral or written between the Parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the Parties. This Agreement supersedes all other agreements between the Parties concerning the subject matter hereof.
- F. Exhibits and Counterparts.* All exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The section headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the sections. The Parties acknowledge that each of them have been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. If there is any conflict or inconsistency between the provisions of this Agreement and otherwise applicable City ordinances, the terms of this Agreement will control. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts bear the signatures of all the parties.
- G. Representations and Warranties by Seller.* Seller warrants, represents, covenants, and agrees that he is has fee simple absolute title to the Property described in **Exhibit "A" and Exhibit "B"**, that said Property is free of any liens or other encumbrances that would prevent this sale, and that Seller meets all requirements to contract with the City of Pflugerville as provided by Chapter 38 of the City's Code of Ordinances.
- H. Eligibility Certification.* Seller certifies that the individual or business entity named in the Agreement is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certification is inaccurate.
- I. Payment of Debt or Delinquency to the State or Political Subdivision of the State.* Pursuant to Chapter 38, City of Pflugerville Code of Ordinances, Seller agrees that any payments owing to Seller under the Agreement may be applied directly toward any debt or delinquency that Seller owes the City of Pflugerville, State of

Texas or any political subdivision of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

- J. Texas Family Code Child Support Certification. Seller certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.

SELLER: BRUCE CASH

4005 Island Knoll Drive
Austin, Texas 78746

By: _____

PURCHASER:

**CITY OF PFLUGERVILLE,
a Texas home-rule municipality**

By: _____
Brandon Wade, City Manager

EXHIBIT "A"

County: Travis
Parcel No.: Cash-T1—SL
Project: Heatherwilde Blvd Roadway Improvements
Half AVO: 26890

Page 1 of 4
4/3/2013

DESCRIPTION FOR CASH TRACT—SLOPE EASEMENT

BEING A 0.067 ACRE (2,941 SQUARE FEET) TRACT SITUATED IN THE THOMAS G. STEWART SURVEY NO. 6, ABSTRACT NO. 689, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 3.00 ACRES TRACT DESCRIBED AS "TRACT 1" IN A WARRANTY DEED TO BRUCE CASH, AND RECORDED IN DOCUMENT NO. 2000010288 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found in the north line of said 3.00 acres tract, same being the south line of a called 105.059 acres tract described as "Tract 4" in Exhibit A of a Special Warranty Deed to HPN Development, Inc., a Texas corporation, and recorded in Document No. 2001136994 of said Official Public Records of Travis County, Texas for the southeast corner of a called 2.171 acres tract described in a Dedication Deed to the City of Pflugerville and recorded in Document No. 2002240243, said Official Public Records of Travis County, Texas;

THENCE with said north line of the 3.00 acres tract and said south line of the 105.059 acres tract, S87°57'32"E a distance of 5.50 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set for the **POINT OF BEGINNING** of the tract described herein;

CONTINUING with said north line of the 3.00 acres tract and said south line of the 105.059 acres tract, S87°57'32"E a distance of 11.01 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set;

THENCE leaving said north line of said 3.00 acres tract and said south line of the 105.059 acres tract, crossing said 3.00 acres tract the following three (3) courses and distances:

1. S26°46'00"W a distance of 6.36 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set for a point of curvature to the left,
2. with the arc of said curve to the left a distance of 229.87 feet, said curve having a radius of 2,540.00 feet, a central angle of 5°11'07", and a chord bearing S24°10'27"W, a distance of 229.79 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set for a point of reverse curvature to the right, and
3. with the arc of said curve to the right a distance of 57.81 feet, said curve having a radius of 2,660.00 feet, a central angle of 1°14'42", and a chord bearing S22°12'14"W a distance of 57.80 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set in the south line of said 3.00 acres tract, same being the north line of a called 8.138 acres tract described as "Tract 2" in said Document No. 2000010288, said Official Public Records of Travis County, Texas;

EXHIBIT "A"

County: Travis
Parcel No.: Cash-T1—SL
Project: Heatherwilde Blvd Roadway Improvements
Halff AVO: 26890

Page 2 of 4
4/3/2013

DESCRIPTION FOR CASH TRACT—SLOPE EASEMENT

THENCE with said south line of the 3.00 acres tract and said north line of the 8.138 acres tract, N88°02'17"W a distance of 10.71 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set;


THENCE leaving said south line of the 3.00 acres tract and said north line of the 8.138 acres tract, crossing said 3.00 acres tract the following three (3) courses and distances:

1. with the arc of a curve to the left a distance of 61.40 feet, said curve having a radius of 2,650.00 feet, a central angle of 1°19'39", and a chord bearing N22°14'42"E a distance of 61.40 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set for a point of reverse curvature to the right,
2. with the arc of said curve to the right a distance of 230.79 feet, said curve having a radius of 2,550.00 feet, a central angle of 5°11'07", and a chord bearing N24°10'27"E, a distance of 230.71 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set for a point of tangency, and
3. N26°46'00"E a distance of 1.75 feet to said **POINT OF BEGINNING** and containing 0.067 acre (2,941 square feet).

NOTES:

All bearings shown hereon are based upon the Texas Coordinate System of 1983, Central Zone. All distances shown hereon are surface distances. The Grid to Surface adjustment scale factor is 1.00011.

I, Dan H. Clark, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying plat of even date herewith, are true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey on the ground under my direction and supervision.

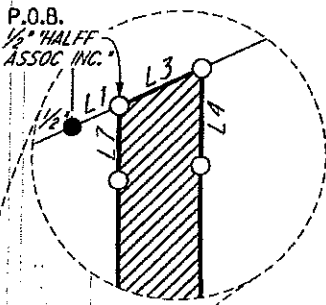


Dan H. Clark, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 6011
Halff Associates, Inc.,
4030 W. Braker Ln, Suite 450, Austin, Texas 78759, 512-252-8184

4/3/2013

Date



SKETCH TO ACCOMPANY
PARCEL DESCRIPTIONHEATHERWILDE BLVD.
(VARYING WIDTH R.O.W.)0 50 100 150 200
SCALE: 1"=100'P.O.B.
1/2" HALFF
ASSOC. INC.

DETAIL "A"

N.T.S.

HPN DEVELOPMENT INC.
REMAINDER OF
TRACT 4 EXHIBIT A-3
(105.059 AC.)
DOC# 2001136994
O.P.R.T.C.T.S 87°57'32" E 480.64'
S 87°57'32" E 446.35'BRUCE CASH
"TRACT 1"
(3.00 AC.)
DOC# 2000010288
O.P.R.T.C.T.

S 26°53'51" W 300.11'

P.O.C.

EXISTING R.O.W. LINE
PROPOSED R.O.W. LINEEXISTING 15' ELECTRIC EASEMENT
DOC. NOS. 2002241546 & 2002241547
O.P.R.T.C.T.EXISTING 15' GASLINE EASEMENT
DOC. NOS. 2002241552 & 2002241553
O.P.R.T.C.T.THOMAS G. STEWART SURVEY
NO. 6, A-689PROPOSED 10'
SLOPE EASEMENT
2,941 SQ. FT.
0.067 AC.N 88°02'17" W 429.36'
N 88°02'17" W 479.68'BRUCE CASH
"TRACT 2"
(8.138 AC.)
DOC# 2000010288
O.P.R.T.C.T.1/2" HALFF
ASSOC. INC.1/2" HALFF
ASSOC. INC.DETAIL "B"
N.T.S.SLOPE EASEMENT
BRUCE CASHHEATHERWILDE BLVD.
ROADWAY IMPROVEMENTS

ACCOMPANYING FILE: h26000s\26890\Dotd Out\SV-LD-CASH-TI-SL.DOC

PROJECT AVO: 26890

COUNTY: TRAVIS

EASEMENT AREA: 0.067 AC.
2,941 SQ. FT.

SCALE: 1"=100'

4030 WEST BRAKER LANE, SUITE 450
AUSTIN, TEXAS 78759-5358
TEL (512) 252-5184
FAX (512) 252-9141

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND
□	TXDOT TYPE II CONCRETE MONUMENT FOUND
□	TXDOT TYPE II CONCRETE MONUMENT SET
○	1/2" IRON ROD SET WITH "HALFF ESMT" CAP (UNLESS NOTED)
●	IRON ROD FOUND (SIZE/CAP NOTED)
●	SQUARE-HEAD BOLT FOUND
○	IRON PIPE FOUND (SIZE NOTED)
▲	FOUND "X" CUT (UNLESS NOTED)
△	CALCULATED POINT
○	FENCE POST
N.T.S.	NOT TO SCALE
XXXX	RECORD INFORMATION PARENT TRACT
XXXX	RECORD INFORMATION ADJOINER TRACT
R.O.W.	RIGHT-OF-WAY
ESMT.	EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
D.R.T.C.T.	DEED RECORDS OF TRAVIS COUNTY TEXAS
P.R.T.C.T.	PLAT RECORDS OF TRAVIS COUNTY TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS
R.P.R.T.C.T.	REAL PROPERTY RECORDS OF TRAVIS COUNTY TEXAS
DOC.#	DOCUMENT NUMBER
D.E.	DRAINAGE EASEMENT
B.L.	BUILDING SETBACK LINE
---	DISTANCE NOT SHOWN TO SCALE
---	PROPERTY LINE
---	APPROXIMATE SURVEY LINE
P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING

SKETCH TO ACCOMPANY
PARCEL DESCRIPTION

1) THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE. ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES. THE GRID TO SURFACE ADJUSTMENT SCALE FACTOR IS 1.00011.

2) THE ACREAGE CALCULATED AND SHOWN HEREON IS CONVERTED FROM THE SQUARE FOOTAGE SHOWN HEREON, AND IS FOR INFORMATIONAL PURPOSES ONLY.

3) THE RECORDED EASEMENTS, SETBACKS AND ENCUMBRANCES SHOWN HEREON ARE FROM SCHEDULE B OF THE COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY GF NO. 1207534, EFFECTIVE DATE APRIL 26, 2012, ISSUE DATE APRIL 30, 2012. THE SURVEYOR HAS RELIED UPON THE ACCURACY AND COMPLETENESS OF THE INFORMATION DESCRIBED ABOVE AND HAS MADE NO INDEPENDENT INVESTIGATION OR SEARCH FOR THIS INFORMATION.

CURVE TABLE

CV. NO.	DELTA	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	5°11'07"	2,540.00'	229.87'	229.79'	S24°10'27"W
C2	1°14'42"	2,660.00'	57.81'	57.80'	S22°12'14"W
C3	1°19'39"	2,650.00'	61.40'	61.40'	N22°14'42"E
C4	5°11'07"	2,550.00'	230.79'	230.71'	N24°10'27"E

LINE TABLE

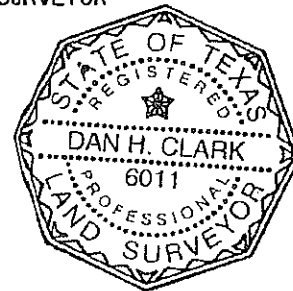
LINE NO.	BEARING	DISTANCE
L1	S 87°57'32" E	5.50'
L2	N 87°57'32" W	17.78'
L3	S 87°57'32" E	11.01'
L4	S 26°46'00" W	6.36'
L5	N 88°02'17" W	10.71'
L6	N 88°02'17" W	39.61'
L7	N 26°46'00" E	1.75'
L8	S 26°40'49" W	299.64'
L9	S 87°57'32" E	139.35'

I HEREBY CERTIFY THAT THIS PLAT AND THE ACCOMPANYING DESCRIPTION OF EVEN DATE HERewith ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

DAN H. CLARK
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6011

4/3/2013

DATE



4030 WEST BRAKER LANE, SUITE 450
AUSTIN, TEXAS 78759-6358
TEL (512) 252-8134
FAX (512) 252-8141

SLOPE EASEMENT
BRUCE CASH

HEATHERWILDE BLVD.
ROADWAY IMPROVEMENTS

ACCOMPANYING FILE: h26000s\26890\Data Out\SV-LD-CASH-TI-SL.DOC

PROJECT AVO: 26890

COUNTY: TRAVIS

EASEMENT AREA: 0.067 AC.
2,941 SQ. FT.

SCALE: 1"=100'

EXHIBIT "B"

County: Travis
Parcel No.: Cash-T2—SL
Project: Heatherwilde Blvd Roadway Improvements
Halff AVO: 26890

Page 1 of 4
4/3/2013

DESCRIPTION FOR CASH TRACT—SLOPE EASEMENT

BEING A 0.073 ACRE (3,191 SQUARE FEET) TRACT SITUATED IN THE THOMAS G. STEWART SURVEY NO. 6, ABSTRACT NO. 689, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 8.138 ACRES TRACT DESCRIBED AS "TRACT 2" IN A WARRANTY DEED TO BRUCE CASH, AND RECORDED IN DOCUMENT NO. 2000010288 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8-inch iron rod found in the southeast right-of-way line of Heatherwilde Boulevard, a varying-width right-of-way, for the west corner of said 8.138 acres tract, same being the north corner of a called 0.05 acre tract described in Exhibit A of a Special Warranty Deed to Continental Homes of Texas, L.P., and recorded in Document No. 2012033587 of said Official Public Records of Travis County, Texas and from which a 1/2-inch iron rod found for an angle point in said southeast right-of-way line of Heatherwilde Boulevard for the west corner of said 0.05 acres tract bears S27°09'21"W a distance of 39.94 feet;

THENCE with the southwest line of said 8.138 acres tract, same being the northeast line of said 0.05 acre tract, S62°37'47"E a distance of 39.91 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set for the **POINT OF BEGINNING** of the tract described herein;

THENCE leaving said northeast line of the 0.05 acre tract and said southwest line of the 8.138 acres tract, crossing said 8.138 acres tract the following two (2) courses and distances:

1. N27°31'09"E a distance of 103.60 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set for a point of curvature to the left, and
2. with the arc of said curve to the left a distance of 213.23 feet, said curve having a radius of 2,650.00 feet, a central angle of 4°36'37", and a chord bearing N25°12'51"E, a distance of 213.17 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set in the north line of said 8.138 acres tract, same being the south line of a called 3.00 acres tract described as "TRACT 1" in said Document No. 2000010288, said Official Public Record of Travis County, Texas;

THENCE with said north line of the 8.138 acres tract and said south line of the 3.00 acres tract, S88°02'17"E a distance of 10.71 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set;

EXHIBIT "B"

County: Travis
Parcel No.: Cash-T2—SL
Project: Heatherwilde Blvd Roadway Improvements
Halff AVO: 26890

Page 2 of 4
4/3/2013

DESCRIPTION FOR CASH TRACT—SLOPE EASEMENT

THENCE leaving said south line of the 3.00 acres and said north line of the 8.138 acres tract, crossing said 8.138 acres tract the following two (2) courses and distances:


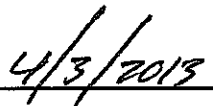
1. with the arc of said curve to the right a distance of 217.86 feet, said curve having a radius of 2,660.00 feet, a central angle of $4^{\circ}41'33''$, and a chord bearing $S25^{\circ}10'22''W$, a distance of 217.80 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set for a point of tangency, and
2. $S27^{\circ}31'09''W$ a distance of 103.57 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set in said southwest line of the 8.138 acres tract and said northeast line of the 0.05 acre tract, and from which a 1/2-inch iron rod found for the east corner of said 0.05 acre tract bears $S62^{\circ}37'47''E$ a distance of 5.55 feet;

THENCE with said southwest line of the 8.138 acres tract and said northeast line of the 0.05 acre tract, $N62^{\circ}37'47''W$ a distance of 10.00 feet to said **POINT OF BEGINNING** and containing 0.073 acre (3,191 square feet).

NOTES:

All bearings shown hereon are based upon the Texas Coordinate System of 1983, Central Zone. All distances shown hereon are surface distances. The Grid to Surface adjustment scale factor is 1.00011.

I, Dan H. Clark, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying plat of even date herewith, are true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey on the ground under my direction and supervision.

Dan H. Clark, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 6011
Halff Associates, Inc.,
4030 W. Braker Ln, Suite 450, Austin, Texas 78759, 512-252-8184

Date

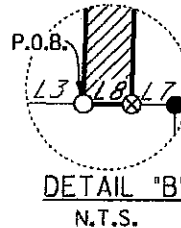


SKETCH TO ACCOMPANY PARCEL DESCRIPTION

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4/3/2013

 HPN DEVELOPMENT INC.
REMAINDER OF
TRACT 4 EXHIBIT A-3
(105.059 AC.)
DOC# 2001136994
O.P.R.T.C.T.

 BRUCE CASH
"TRACT 1"
(3.00 AC.)
DOC# 2000010288
O.P.R.T.C.T.

 THOMAS G. STEWART SURVEY
NO. 6, A-689

 DETAIL "A"
N.T.S.

 EXISTING ELECTRIC EASEMENT
DOC. NO. 2003039437
O.P.R.T.C.T.

 BRUCE CASH
"TRACT 2"
(8.138 AC.)
DOC# 2000010288
O.P.R.T.C.T.

 PROPOSED 10'
SLOPE EASEMENT
3,191 SQ. FT.
0.073 AC.

 CONTINENTAL HOMES OF TEXAS, L.P.
(0.05 AC.)
DOC# 2012033587
O.P.R.T.C.T.

 EXISTING ELECTRIC EASEMENT
DOC. NO. 2002241548
O.P.R.T.C.T.

 CONTINENTAL HOMES OF TEXAS, L.P.
(35.92 AC.) DOC# 2007122920 O.P.R.T.C.T.

HEATHERWILDE BOULEVARD (VARYING WIDTH R.O.W.)

EXISTING R.O.W. LINE

 P.O.C.
L1
L2
L3
L6
L7

 SEE
DETAIL "B"

 SLOPE EASEMENT
BRUCE CASH

 HEATHERWILDE BLVD.
ROADWAY IMPROVEMENTS

PROJECT AVO: 26890

COUNTY: TRAVIS

 ACQUISITION AREA: 0.073 AC.
3,191 SQ. FT.

SCALE: 1"=100'

ACCOMPANYING FILE: h26000s\26890\Data Out\SV-LD-CASH-T2-SL.DOC


 4030 WEST BRAKER LANE, SUITE 450
AUSTIN, TEXAS 78759-6356
TEL (512) 252-8184
FAX (512) 252-8141

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND
□	TXDOT TYPE II CONCRETE MONUMENT FOUND
⊗	1/2" IRON ROD SET WITH 'HALFF ESMT' CAP
○	1/2" IRON ROD PREVIOUSLY SET WITH 'HALFF ASSOC INC.' CAP
●	IRON ROD FOUND (SIZE/CAP NOTED)
●	SQUARE-HEAD BOLT FOUND
⊙	IRON PIPE FOUND (SIZE NOTED)
▲	FOUND 'X' CUT (UNLESS NOTED)
△	CALCULATED POINT
⊙	FENCE POST
N.T.S.	NOT TO SCALE
(XXX)	RECORD INFORMATION PARENT TRACT
(XXX)	RECORD INFORMATION ADJOINER TRACT
R.O.W.	RIGHT-OF-WAY
ESMT.	EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
D.R.T.C.T.	DEED RECORDS OF TRAVIS COUNTY TEXAS
P.R.T.C.T.	PLAT RECORDS OF TRAVIS COUNTY TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS
R.P.R.T.C.T.	REAL PROPERTY RECORDS OF TRAVIS COUNTY TEXAS
DOC.*	DOCUMENT NUMBER
D.E.	DRAINAGE EASEMENT
B.L.	BUILDING SETBACK LINE
---	DISTANCE NOT SHOWN TO SCALE
---	PROPERTY LINE
---	APPROXIMATE SURVEY LINE
P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING

SKETCH TO ACCOMPANY
PARCEL DESCRIPTION

1) THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE. ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES. THE GRID TO SURFACE ADJUSTMENT SCALE FACTOR IS 1.00011.

2) THE ACREAGE CALCULATED AND SHOWN HEREON IS CONVERTED FROM THE SQUARE FOOTAGE SHOWN HEREON, AND IS FOR INFORMATIONAL PURPOSES ONLY.

3) THE RECORDED EASEMENTS, SETBACKS AND ENCUMBRANCES SHOWN HEREON ARE FROM SCHEDULE B OF THE COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NO. 1207534, EFFECTIVE DATE APRIL 26, 2012, ISSUE DATE APRIL 30, 2012. THE SURVEYOR HAS RELIED UPON THE ACCURACY AND COMPLETENESS OF THE INFORMATION DESCRIBED ABOVE AND HAS MADE NO INDEPENDENT INVESTIGATION OR SEARCH FOR THIS INFORMATION.

CURVE TABLE

CV. NO.	DELTA	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	04°36'37"	2650.00'	213.23'	213.17'	N 25°12'51" E
C2	04°41'33"	2660.00'	217.86'	217.80'	S 25°10'22" W

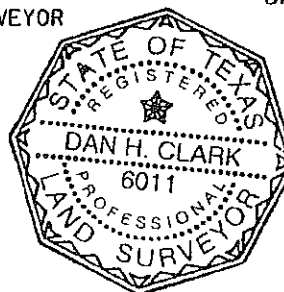
LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S 27°09'21" W	39.94'
L2	N 62°37'47" W	39.91'
L3	N 27°31'09" E	103.60'
L4	S 88°02'17" E	39.61'
L5	S 88°02'17" E	10.71'
L6	S 27°31'09" W	103.57'
L7	S 62°37'47" E	5.55'
L8	N 62°37'47" W	10.00'

I HEREBY CERTIFY THAT THIS PLAT AND THE ACCOMPANYING DESCRIPTION OF EVEN DATE HERewith ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

Dan H. Clark
DAN H. CLARK
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6011

DATE

SLOPE EASEMENT
BRUCE CASHHEATHERWILDE BLVD.
ROADWAY IMPROVEMENTS

ACCOMPANYING FILE: I:\26000s\26890\Data Out\SV-LD-CASH-T2-SL.DOC

PROJECT AVO: 26890

COUNTY: TRAVIS

ACQUISITION AREA: 0.073 AC.
3,191 SQ. FT.

SCALE: 1"=100'

EXHIBIT "C"
Easement Instrument

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.

SLOPE EASEMENT AGREEMENT

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

GRANT OF EASEMENT:

BRUCE W. CASH ("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 parcels of real property of Grantor which are more particularly described on Exhibit "A" and Exhibit "B", attached hereto and incorporated herein by reference (collectively, "Easement Tracts") for the construction and maintenance of an earthen embankment slope as part of the lateral support for that certain City of Pflugerville Heatherwilde Widening Capital Improvement Project in, under, upon, and across the following described property, to-wit:

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the right and privilege at any and all times to enter the Easement Tracts, or any part thereof, for the purpose of construction, operation, maintenance, replacement, upgrade, and repair of the improvements which are constructed and installed therein or thereon by Grantee under the terms of this Easement.

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, subject to the matters set forth herein.

CHARACTER OF EASEMENT:

The Easement is an easement in gross.

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Cash to CoP

PURPOSE OF EASEMENT:

The Easement shall be used for the construction, maintenance, relocation, removal, and operation of an earthen embankment slope for purposes of lateral support of the abutting public road.

Grantee shall have a continuous right of access to the Easement Property for the operation, repair, maintenance, replacement and expansion of the earthen embankment and related appurtenances.

DURATION OF EASEMENT:

The Easement shall be perpetual. Grantor hereby binds Grantor and Grantor's heirs, legal representatives, successors and assigns, to warrant and forever defend the Easement unto Grantee, its successors and assigns, against any person whomsoever lawfully claiming or to claim the same or any part thereof.

EXCLUSIVENESS OF EASEMENT:

The Easement shall be non-exclusive; and Grantor may dedicate all or any portion of the Easement Tracts to any utility so long as such dedication and use recognizes, accepts and does not unreasonably interfere or conflict with the use of the Easement Tracts by Grantee for the purposes, uses and rights herein provided.

SURFACE USE:

Grantor hereby retains, reserves, and shall continue to enjoy the use of the surface of the Easement Tracts for any and all purposes which do not interfere with or prevent the use by Grantee of the Easement herein granted. The Grantor further covenants and agrees to use his property only in those ways consistent with the continued maintenance of the slope easement and agrees to nothing which would impair, damage, or destroy said lateral support, and is further understood and agreed that the covenants and agreements set forth above shall be considered covenants with the land, fully binding upon Grantor and his successors and assigns.

Grantee has the right to trim and cut down trees and take all other actions reasonably necessary to preserve the integrity and grade of the slope and prevent interference with the operation or repairs to Grantee's facilities in the Easement Tracts.

MAINTENANCE:

Grantor shall maintain the surface area of the Easement Properties, which shall include but shall not be limited to regular mowing.

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

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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.

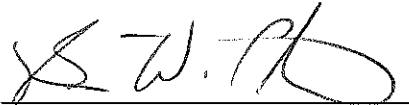
ASSIGNABILITY:

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 8th day of MAY, 2015.

GRANTOR:

BRUCE W. CASH
4005 Island Knoll Drive
AUSTIN, TX 78746

By: 

AGREED AND ACCEPTED:

CITY OF PFLUGERVILLE, TEXAS,

a Texas home-rule municipality

By: _____

Brandon Wade, City Manager

ATTEST:

Karen Thompson, City Secretary

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ACKNOWLEDGEMENT

THE STATE OF TEXAS §

§

COUNTY OF Travis §

This instrument was acknowledged before me on May 8th, 2015, by
Bruce Cash, an individual residing in Travis County, Texas.



[Signature]
Notary Public Signature

Tracie Villalpando
Printed Name of Notary Public

My commission expires: 2018

THE STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2015, by
Brandon Wade, City Manager of the City of Pflugerville, Texas, a Texas home-rule
municipality, on behalf of said municipality.

Notary Public Signature

Printed Name of Notary Public

My commission expires: _____

After Recording, Please Return To:

Lockwood, Andrews & Newnam, Inc.
10801 N. Mopac Expy, Bldg 1, Ste 120
Austin, Texas 78759

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