

**AMENDMENT TO
PUBLIC PARKLAND LANDSCAPING MAINTENANCE
LICENSE AGREEMENT
(FALCON POINTE – PARKLAND)**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Amendment to Public Parkland Landscaping Maintenance License Agreement (this "**Amendment**") is made the date set forth below by and between the CITY OF PFLUGERVILLE, TEXAS, a home-rule city located in Travis County, Texas (the "**CITY**"), and FALCON POINTE HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation (the "**ASSOCIATION**").

RECITALS:

WHEREAS; Falcon Pointe is a subdivision development located within the corporate limits of the CITY consisting of residential lots and associated improvements; and

WHEREAS; the "**ASSOCIATION**" was created to administer the affairs of Falcon Pointe pursuant to the terms of the First Amended and Restated Declaration of Protective Covenants for Falcon Pointe (the "**Restrictions**") dated effective March 1, 2002, and recorded under Document No. 2002039135 of the Official Public Records of Travis County, Texas, as amended, and has the authority to levy assessments against the lots within Falcon Pointe to provide a permanent source of funding for the ASSOCIATION to pay for mowing and maintenance of landscaping within the pocket parks dedicated to the CITY.

WHEREAS; in accordance with the Restrictions, the ASSOCIATION is authorized to maintain and irrigate all landscaping and related improvements within the Falcon Pointe pocket parks (the "**Public Parkland**") dedicated to the public and is further authorized to maintain other property within Falcon Pointe;

WHEREAS, in accordance with the Parkland Agreement for Falcon Ridge Two recorded under Document No. 2001011803 in the Official Public Records of Travis County, Texas, the City and the Association entered into that certain Public Parkland Landscaping Maintenance License Agreement (Falcon Pointe – Parkland) recorded under Document No. 2013088248 of the Official Public Records of Travis County, Texas (the "**Parkland Landscaping Maintenance License Agreement**") providing, among other things, for the maintenance of landscaping with certain public pocket parks as set forth therein; and

WHEREAS; the ASSOCIATION acknowledges and agrees that the CITY has exclusive jurisdiction and control of the Public Parkland; and

WHEREAS; that certain tract of land containing 13.251 acres of land, more or less, to be subdivided as Lot 40, Block A of Falcon Pointe – Section Fourteen [Phase 1], as more particularly described on **Exhibit A** attached hereto (“**Lot 40**”) has been conveyed to the City as a public park within Falcon Pointe, which is in addition to those described in the Parkland Landscaping Maintenance License Agreement, and the ASSOCIATION and the CITY desire to amend the Parkland Landscaping Maintenance License Agreement to add Lot 40 to the Public Parkland that is covered by the Parkland Landscaping Maintenance License Agreement.

NOW, THEREFORE, in consideration of the premises; in furtherance of the mutual benefits to be derived by the general public and the residents and members of the ASSOCIATION; and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and the ASSOCIATION agree as follows:

1. RECITALS ADOPTED

The recitals set out above in this instrument are hereby adopted in whole as each were set out herein.

2. PUBLIC PARKLAND

2.1. The Parkland Landscaping Maintenance License Agreement is hereby amended to add Lot 40 to the Public Parkland as described on Exhibit A to the Parkland Landscaping Maintenance License Agreement. All references in the Parkland Landscaping Maintenance License Agreement to the “Public Parkland” shall mean and include Lot 40 to the same extent as if Lot 40 had been included on Exhibit A attached to the Parkland Landscaping Maintenance License Agreement.

2.2 It is confirmed and agreed that, the CITY grants the ASSOCIATION the specific license, permission, authorization and right, at the sole cost and expense of the ASSOCIATION, to construct, install, place, operate, maintain, repair, upgrade, replace and remove trees, shrubs, plants, grasses, ground cover and other landscaping, and water pipes, lines, sprinklers and other irrigation equipment, and to mow the grass and maintain the landscaping, including the right to trim and prune trees, plants and ground cover, within Lot 40, and the ASSOCIATION shall comply with all of the terms, provisions and conditions of the Parkland Landscaping Maintenance License Agreement with respect to Lot 40.

3. CONFIRMATION AND RATIFICATION.

Except as expressly amended and modified to add Lot 40 to the Public Parkland covered by the Parkland Landscaping Maintenance License Agreement as provided herein, the Parkland Landscaping Maintenance License Agreement shall continue in full force and effect, and the same is hereby confirmed and ratified.

EXECUTED the dates of the parties' respective acknowledgements below.

CITY:

CITY OF PFLUGERVILLE

By: _____

Name: _____

Title: _____

ASSOCIATION:

FALCON POINTE HOMEOWNERS
ASSOCIATION, INC.

Address: _____

Address: _____

City: _____

St/Zip: _____

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

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COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of September, 2013, by _____ as _____ of THE CITY OF PFLUGERVILLE, TEXAS, a home rule city, on behalf of said city.

Notary Public, State of Texas

STATE OF TEXAS §

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COUNTY OF TRAVIS

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This instrument was acknowledged before me on this ____ day of September, 2013, by _____ as _____ of FALCON POINTE HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said non-profit corporation.

Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:

City of Pflugerville
Attn. City Manager
P.O. Box 589
Pflugerville, TX 78691

EXHIBIT A

**[DESCRIPTION OF 13.251 ACRES – LOT 40
TO BE ATTACHED]**