

Memorandum of Understanding  
BH Pflugerville Golf, L.P.

This Memorandum of Understanding ("Memorandum") is made and entered into by and between the City of Pflugerville, a Texas home rule municipality ("Grantee") and BH Pflugerville Golf, L.P., a Texas limited partnership, ("Grantor"), herein collectively referred to as "Parties", upon premises and for purposes set herein, and is effective as stated in this Memorandum.

The Grantor is the current owner of thereof of a 157.88-acre tract recorded in Document No. 2010166280TR of the Official Public Records of Travis County, Texas.

WHEREIN, the City of Pflugerville intends to make improvements to Kelly Lane by widening of the road to improve traffic flow.

WHEREIN, BH Pflugerville Golf, L.P will grant a +/-5,327 square foot Drainage Easement defined by Exhibit "A".

WHEREIN, BH Pflugerville Golf, L.P are willing to convey to the City of Pflugerville the above referenced land rights for the appraised value of **\$68,000.00**.

WHEREIN, The GRANTOR shall assist with any support the GRANTEE may require in the engagement of lien holders to secure subordinations, consents or releases that the GRANTEE deems necessary to complete the purchase of the easements in respect to the Property.

FURTHERMORE, with the exception of permits and approvals to be issued in connection with this project, this is 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 both Parties.

Terms approved and accepted:

BH Pflugerville Golf, L.P

By: \_\_\_\_\_

J. MICHAEL HUSKEY, PRESIDENT OF GENERAL PARTNER

Name/Title

Date: \_\_\_\_\_

7/10/2023

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.

**DRAINAGE EASEMENT AGREEMENT**

THE STATE OF TEXAS     §  
  §  
COUNTY OF TRAVIS     §

**GRANT OF EASEMENT:**

**BH Pflugerville Golf L.P.** a Texas limited partnership, (“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” attached hereto and incorporated herein by reference (collectively, “Easement Tract”).

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 Tract, 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 to the extent that such claim arises by, through, or under Grantor.

**CHARACTER OF EASEMENT:**

The Easement is an easement in gross.

**PURPOSE OF EASEMENT:**

The Easement shall be used for public drainage purposes, including placement, construction, installation, replacement, repair, maintenance, relocation, removal, and operation of a drainage channel and related drainage facilities, and related appurtenances, and storm sewers or making connections thereto.

**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:**

Grantor covenants that Grantor will not convey any other easement or conflicting rights within the Easement Tract. Grantor, its successors and assigns, reserve the right to use the Easement for drainage purposes so long as Grantor’s drainage improvements do not interfere with Grantee’s drainage infrastructure and no such improvements by Grantor shall compromise the use or affect the flow of Grantee’s drainage improvements unless prior written consent has been obtained from Grantee.

**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. Grantee shall use reasonable efforts to restore the surface to the Easement after construction and shall replace all fences and gates.

**RESTORATION:**

Grantee shall restore the area around, beside or within the tee box together with the slope next to the tee box with Bermuda 419 sod if affected during use of this Drainage Easement.

**RESERVATION OF RIGHTS:**

Save and except: Grantor retains the right to surface use. Grantor and Grantor’s heirs, successors, and assigns shall retain the right to use the surface of all or part of the Easement Property in conjunction with Holder as long as such use by Grantor and Grantor’s heirs, successors, and assigns neither interferes nor conflicts with the use of the Easement Property by Grantee for the Easement Purpose.

**USE AND MAINTENANCE OF PROPERTY:**

Grantee has the right to remove or relocate any encroachments into the Easement Property as necessary to utilize the same for the purpose of this Easement. Upon completion of the construction of the Public infrastructure, *Grantor shall restore the Easement Property to the condition of the Easement Property immediately before the Grantee’s use of the same.*

**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 by Grantee so long as the assignee utilizes the Easement as contemplated herein.

In witness whereof, this instrument is executed this \_\_\_\_ day of \_\_\_\_\_, 2023.

**GRANTOR:**

**BH Pflugerville Golf, L.P  
OnCourse Strategies Golf, Inc., General Partner**

By: \_\_\_\_\_  
**J. Michael Ussery, President**

THE STATE OF TEXAS     §  
   §  
COUNTY OF TRAVIS     §

BEFORE ME, a Notary Public, on this day appeared J. Michael Ussery, President, OnCourse Strategies Golf, L.P., General Partner of BH Pflugerville Golf, L.P. on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023, to certify which witness my hand and seal of office.

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

(seal)

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**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)

County: Travis  
Parcel: 9 - Drainage Easement, Part 2  
Project: Kelly Lane

**EXHIBIT "A"**  
**DRAINAGE EASEMENT DESCRIPTION FOR PARCEL 9 - DRAINAGE EASEMENT, PART 2**

DESCRIPTION OF A 0.122 ACRE (5,327 SQUARE FOOT), PARCEL OF LAND SITUATED IN THE PHILIP GOLDEN SURVEY NO. 17 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 87.431 ACRE TRACT (TRACT 3) OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO BH PFLUGERVILLE GOLF, L.P. RECORDED IN DOCUMENT NO. 2010166280 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 0.122 ACRE (5,327 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a calculated point Grid Coordinates determined as N=10,143,819.94 E=3,164,145.84 TxSPC Zone 4203), being in the westerly boundary line of said 87.431 acre tract, same being the easterly boundary line of Lot 57, Block 1 of Fairways of Blackhawk, Phase VII, a subdivision of record in Volume 92, Page 43-45 of the Plat Records of Travis County, Texas, also being the northwesterly corner of that Drainage Easement Agreement (0.275 acre) tract of land described in a Deed to City of Pflugerville, Texas, recorded in Document No. 2021020221 of the Official Public Records of Travis County, Texas, for an angle point and **POINT OF BEGINNING** of the herein described parcel and from which an iron rod with plastic cap stamped "SNS" found, being the common corner of Lot 56 and Lot 57 of said Fairways of Blackhawk, Phase VII, being an angle point in the westerly line of said 87.431 acre tract bears S 36°18'19" W, at a distance of 50.00;

1) **THENCE**, departing said 0.275 acre tract, with said common boundary line of the 87.431 acre tract, said Lot 57, and in part Lot 58, Block 1, of said Fairways of Blackhawk, Phase VII, **N 36°18'19" E**, for a distance of **106.53** feet, for the northwesterly corner of the herein described parcel;

**THENCE**, departing said Lot 58, through the interior of said 87.431 acre tract, the following three (3) courses:

- 2) **S 53°41'41" E**, for a distance of **50.00** feet, to the calculated northeasterly corner of the herein described parcel;
- 3) **S 36°18'19" W**, for a distance of **106.53** feet to a calculated point, being the northeasterly corner of said 0.275 acre tract, for the southeasterly corner of the herein described parcel;
- 4) **N 53°41'41" W**, for a distance of **50.00** feet, to the **POINT OF BEGINNING**, containing 0.122 acre, (5,327 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS             §  
   §        **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF WILLIAMSON       §

That I, M Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

*M. Stephen Truesdale*                      13 DEC 2021

M Stephen Truesdale  
Registered Professional Land Surveyor No. 4933  
Licensed State Land Surveyor  
Inland Geodetics, LLC  
Firm Registration No: 100591-00  
1504 Chisholm Trail Road, Suite 103  
Round Rock, TX 78681

Date

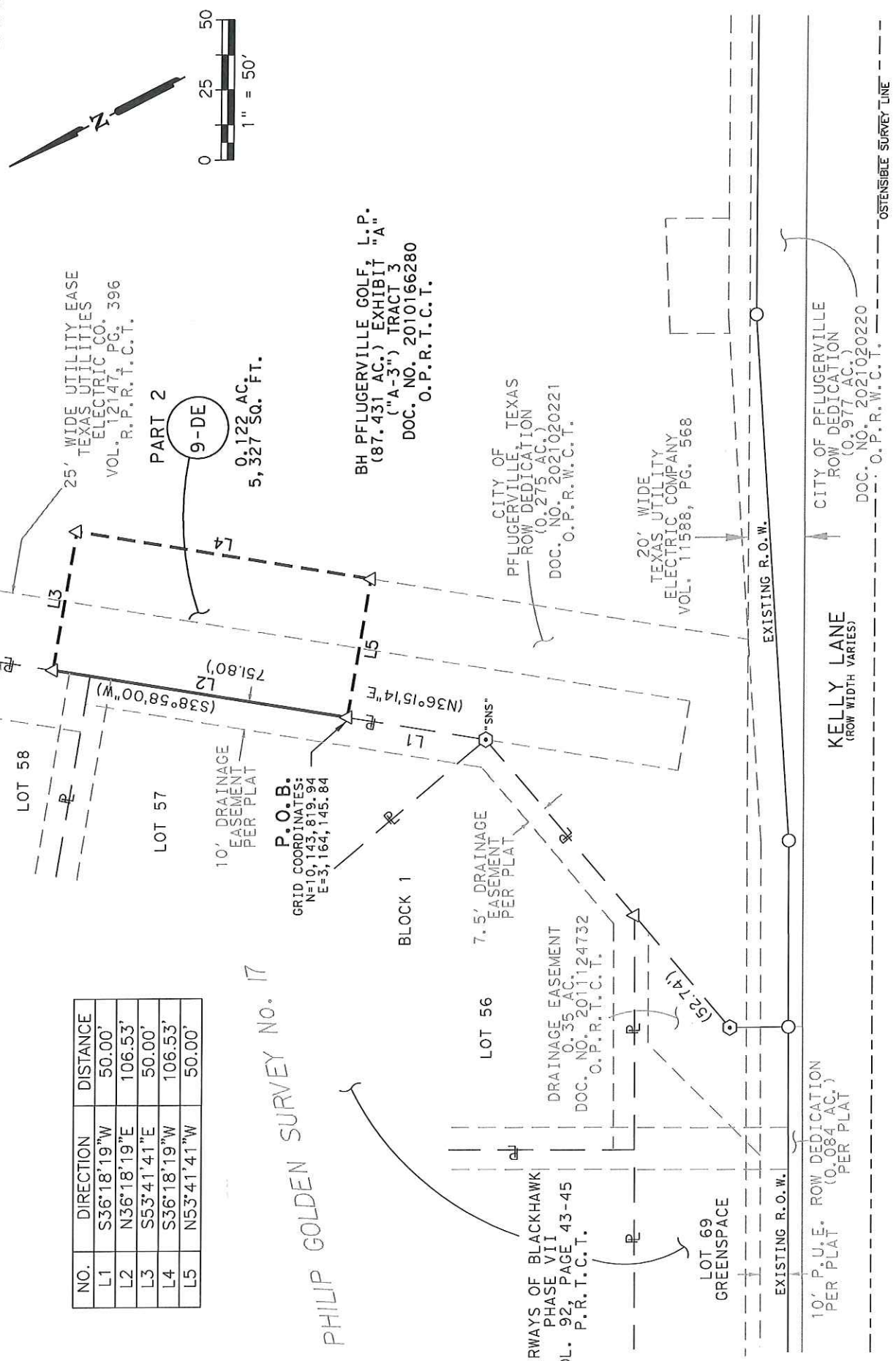




PLAT TO ACCOMPANY PARCEL DESCRIPTION

NO.	DIRECTION	DISTANCE
L1	S36°18'19"W	50.00'
L2	N36°18'19"E	106.53'
L3	S53°41'41"E	50.00'
L4	S36°18'19"W	106.53'
L5	N53°41'41"W	50.00'

PHILIP GOLDEN SURVEY No. 17



**INLAND U**  
**GEODETICS**  
PROFESSIONAL LAND SURVEYORS  
1504 CHISHOLM TRAIL RD. STE. 103  
ROUND ROCK, TX. 78681  
PH. (512) 238-1200, FAX (512) 238-1251  
FIRM REGISTRATION NO. 100591-00

SCALE 1" = 50'

PROJECT  
KELLY LANE

COUNTY  
TRAVIS

PARCEL PLAT SHOWING PROPERTY OF  
**BH PFLUGERVILLE GOLF, L.P.**

PARCEL 9-DE  
PART 2

PLAT TO ACCOMPANY PARCEL DESCRIPTION

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2013613-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MARCH 16, 2020, ISSUE DATE MARCH 26, 2020.

1. RESTRICTIVE COVENANTS: AS TO LOT 1, BLOCK C: VOLUME 11813, PAGE 56, VOLUME 11939, PAGE 992, VOLUME 12032, PAGE 1113, VOLUME 12419, PAGE 602, VOLUME 12565, PAGE 1692, VOLUME 13034, PAGE 346, REAL PROPERTY RECORDS, DOCUMENT NOS. 2000190766, 2001007269, 2002052351, 2000190768, 2001076722, 200700022 (PLAT), 2007136291, 2007216361 AND 2009141975, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, DISABILITY, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN, DOES NOT AFFECT.

AS TO UNERLYING UNPLATTED PORTION: DOCUMENT NO. 2001073667, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, DISABILITY, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN, SUBJECT TO IF APPLICABLE.

A. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 549, PAGE 636, DEED RECORDS, TRAVIS COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

B. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 679, PAGE 340, DEED RECORDS, TRAVIS COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

C. WATER WELL AND WATER PIPE LINE EASEMENT RECORDED IN VOLUME 2252, PAGE 311, AND VOLUME 2252, PAGE 412, DEED RECORDS, TRAVIS COUNTY, TEXAS, DOES NOT AFFECT.

D. ELECTRIC POWER LINE EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 3105, PAGE 1440, DEED RECORDS, TRAVIS COUNTY, TEXAS, DOES NOT AFFECT.

E. PIPELINE EASEMENT TO MANVILLE WATER SUPPLY CORP. RECORDED IN VOLUME 4858, PAGE 1487, DEED RECORDS, TRAVIS COUNTY, TEXAS, DOES NOT AFFECT.

F. PIPELINE EASEMENT TO MANVILLE WATER SUPPLY CORP. RECORDED IN VOLUME 4858, PAGE 1489, DEED RECORDS, TRAVIS COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.


G. ELECTRIC DISTRIBUTION AND TELEPHONE LINES EASEMENT TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 4995, PAGE 1683, DEED RECORDS, TRAVIS COUNTY, TEXAS, DOES NOT AFFECT.

H. PIPELINE EASEMENT TO MANVILLE WATER SUPPLY CORP. RECORDED IN VOLUME 9468, PAGE 780, DEED RECORDS, TRAVIS COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

I. ELECTRIC SUPPLY LINE EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 10310, PAGE 10, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, DOES NOT AFFECT.

J. ELECTRIC SUPPLY AND COMMUNICATION LINES EASEMENT TO TEXAS UTILITIES ELECTRIC COMPANY RECORDED IN VOLUME 11588, PAGE 566, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, DOES NOT AFFECT.

K. ELECTRIC SUPPLY AND COMMUNICATION LINES EASEMENT TO TEXAS UTILITIES ELECTRIC COMPANY RECORDED VOLUME 11588, PAGE 568, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, DOES OT AFFECT.



**INLAND U  
GEODETTICS J**  
PROFESSIONAL LAND SURVEYORS  
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PH. (512) 238-1200, FAX (512) 238-1251  
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

**BH PFLUGERVILLE GOLF, L.P.**

**PARCEL 9-DE  
PART 2**

COUNTY  
TRAVIS

PROJECT  
KELLY LANE

SCALE  
1" = 50'



**PLAT TO ACCOMPANY PARCEL DESCRIPTION**

- L. ELECTRIC SUPPLY AND COMMUNICATION LINES EASEMENT TO TEXAS UTILITIES ELECTRIC COMPANY RECORDED IN VOLUME 11588, PAGE 570, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, DOES NOT AFFECT.
- M. DRAINAGE EASEMENT TO TRAVIS COUNTY, TEXAS RECORDED IN VOLUME 11999, PAGE 76, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, DOES NOT AFFECT.
- N. UTILITY EASEMENT TO TRAVIS COUNTY, TEXAS RECORDED IN VOLUME 11999, PAGE 81, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, DOES NOT AFFECT.
- O. UTILITY EASEMENT TO TRAVIS COUNTY, TEXAS RECORDED IN VOLUME 11999, PAGE 96, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, DOES NOT AFFECT.
- P. ELECTRIC SUPPLY AND COMMUNICATION LINES EASEMENT TO TEXAS UTILITIES ELECTRIC COMPANY RECORDED IN VOLUME 12147, PAGE 396, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, AFFECTS DRAINAGE EASEMENT AS SHOWN.
- Q. ELECTRIC SUPPLY AND COMMUNICATION LINES EASEMENT TO TEXAS UTILITIES ELECTRIC COMPANY RECORDED IN VOLUME 12147, PAGE 401, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, DOES NOT AFFECT.
- R. UTILITY EASEMENT TO TRAVIS COUNTY, TEXAS AND KELLY LANE UTILITY COMPANY, INC. RECORDED IN DOCUMENT NO. 2001014428, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, DOES NOT AFFECT.
- S. GAS SUPPLY EASEMENT TO TXU GAS COMPANY RECORDED IN DOCUMENT NO. 2003168760, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY TEXAS, DOES NOT AFFECT.
- T. TERMS, CONDITIONS, AND STIPULATIONS IN THE TEMPORARY GOLF PLAY EASEMENT AGREEMENT RECORDED IN DOCUMENT NO. 2000190769, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, DOES NOT AFFECT.
- U. TERMS, CONDITIONS, AND STIPULATIONS IN THE FIRST AMENDMENT TO TEMPORARY GOLF COURSE EASEMENT AGREEMENT RECORDED IN DOCUMENT NO. 2001073669, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, DOES NOT AFFECT.
- V. TERMS, CONDITIONS, AND STIPULATIONS IN THE CART PATH EASEMENT AGREEMENT RECORDED IN DOCUMENT NO. 2001073668, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, EXH "A-7" CP-G, AFFECTS AS SHOWN, EXH "A-8" CP-H, APPEARS TO AFFECT, THE REMAINING DOCUMENT DOES NOT AFFECT.
- W. TERMS, CONDITIONS, AND STIPULATIONS IN THE RYLAND AGREEMENT RECORDED IN DOCUMENT NO. 2001073667, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SUBJECT TO IF APPLICABLE.
- X. TERMS, CONDITIONS, AND STIPULATIONS IN THE DRAINAGE EASEMENT AGREEMENT RECORDED IN DOCUMENT NO. 2001200371, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, DOES NOT AFFECT.
- Y. TERMS, CONDITIONS, AND STIPULATIONS IN THE UTILITY EASEMENT AGREEMENT RECORDED IN DOCUMENT NO. 2001200372, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, DOES NOT AFFECT.
- Z. TERMS, CONDITIONS, AND STIPULATIONS IN THE BOUNDARY LINE AGREEMENT RECORDED IN VOLUME 8730, PAGE 206, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, DOES NOT AFFECT.

**INLAND U**  
**GEODETTICS**  
 PROFESSIONAL LAND SURVEYORS  
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 PH. (512) 238-1200, FAX (512) 238-1251  
 FIRM REGISTRATION NO. 100591-00



SCALE 1" = 50'	
PROJECT KELLY LANE	COUNTY TRAVIS

PARCEL PLAT SHOWING PROPERTY OF  
**BH PFLUGERVILLE GOLF, L.P.**  
**PARCEL 9-DE**  
**PART 2**

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

- 1/2" IRON ROD FOUND, UNLESS NOTED
- IRON ROD W/ ALUMINUM CAP
- STAMPED "ROW-4933" SET  
(UNLESS NOTED OTHERWISE)
- ▲ 60/D NAIL FOUND
- △ MAG NAIL SET
- △ CALCULATED POINT
- ⊕ CENTER LINE
- ⊕ PROPERTY LINE
- ( ) RECORD INFORMATION
- /— LINE BREAK

- N DENOTES COMMON OWNERSHIP
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- N.T.S. NOT TO SCALE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.R.T.C.T. DEED RECORDS  
TRAVIS COUNTY, TEXAS
- O.R.T.C.T. OFFICIAL RECORDS  
TRAVIS COUNTY, TEXAS
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS  
TRAVIS COUNTY, TEXAS
- P.R.T.C.T. PLAT RECORDS  
TRAVIS COUNTY, TEXAS

AA. ANY AND ALL EASEMENTS, BUILDING LINES AND CONDITIONS, COVENANTS AND RESTRICTIONS AS SET FORTH IN PLAT RECORDED IN DOCUMENT NO. 200700022, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS. (AS TO LOT 1, BLOCK C OF FAIRWAYS OF BLACKHAWK, PHASE V-A, WHICH IS A PART OF TRACT 3), DOES NOT AFFECT.

CC. RESERVATIONS OF EASEMENTS AS SET OUT IN RESTICTIONS RECORDED IN VOLUME 11813, PAGE 56, REAL PROPERTY RECORDS AND DOCUMENT NO. 2000190766 AND CORRECTED IN DOCUMENT NO. 2001076722, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS. (AS TO LOT 1, BLOCK C OF FAIRWAYS OF BLACKHAWK, PHASE V-A, WHICH IS A PART OF TRACT 3 AND AS TO TRACT 5), SUBJECT TO IF APPLICABLE.

EE. TERMS, CONDITIONS, PROVISIONS, EASEMENTS, RESTRICTIONS, RESERVATIONS AND OTHER MATTERS IN THE AFFIDAVIT OF ACKNOWLEDGEMENT OF EASEMENT (AS TO TRACT 3 ONLY), RECORDED IN DOCUMENT NO. 2014092073, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, DOCUMENT, DOES NOT AFFECT.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

*M. Stephen Truesdale* 13 DEC 2021

M. STEPHEN TRUESDALE DATE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933  
LICENSED STATE LAND SURVEYOR  
INLAND GEODETICS, LLC  
FIRM REGISTRATION NO. 100591-00  
1504 CHISHOLM TRAIL ROAD, SUITE 103  
ROUND ROCK, TEXAS 78681



**INLAND U**  
**GEODETICS**  
PROFESSIONAL LAND SURVEYORS  
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PARCEL PLAT SHOWING PROPERTY OF

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**PARCEL 9-DE  
PART 2**

SCALE  
1" = 50'

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