

BOUNDARY LINE AGREEMENT AND DEED WITHOUT WARRANTY

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: _____, 2021

Owner: Jack L. Payne and Anthony D. Dobias

Owner's Property: See attached **Exhibit A**

Adjoining Owner: City of Pflugerville, Texas, a home-rule municipality

Adjoining Owner's Property: See attached **Exhibit B**

This Boundary Line Agreement and Deed Without Warranty (the "**Agreement**") is made and entered into as of the date first set forth above by and between Owner and Adjoining Owner named above.

RECITALS

WHEREAS, Owner is the current legal and equitable owner, in fee simple, of that certain real property (including all improvements thereon) described above as "**Owner's Property**".

WHEREAS, Adjoining Owner is the current legal and equitable owner, in fee simple, of that certain real property (including all improvements thereon) described above as "**Adjoining Owner's Property**".

WHEREAS, based on the survey of Owner's Property dated April 20, 2021, prepared by Richard H. Taylor (RPLS No. 3986) of Ash & Associates, under Project No. 21-7759, a portion of which is attached as **Exhibit C** hereto (the "**Survey**"), it appears that various Encroachments (as defined below) is or were encroaching over the common boundary line between Owner's Property and Adjoining Owner's Property (the "**Common Boundary Line**") as more particularly described in the Survey.

WHEREAS, Owner and Adjoining Owner desire to set forth their agreement as to the Encroachments and the location of the Common Boundary Line between Owner's Property and Adjoining Owner's Property by execution of this Agreement.

NOW, THEREFORE, in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Adjoining Owner hereby agree as follows:

1. Recitals Incorporated. The above recitals serve as the basis for this Agreement and are incorporated herein and made a part hereof for all purposes. The parties each hereby acknowledge the above recitals to be true and correct as of the date hereof to the best of their current, actual knowledge and belief.

2. Common Boundary Line. Owner and Adjoining Owner recognize and agree that, notwithstanding the existence and location of the Encroachments, the Survey correctly depicts the Common Boundary Line between the Owner's Property and Adjoining Owner's Property.

3. Encroachments. Owner and Adjoining Owner recognize the following encroachments exist and are/were encroaching over the Common Boundary Line, as depicted on the Survey:

- A. Barbed wire fence encroaching onto the Owner's Property along its northern and southern boundaries; and
- B. Barn encroaching onto Adjoining Owner's Property.

(collectively, the "**Encroachments**").

Adjoining Owner and Owner, as applicable, have each heretofore consented to the existence and location of the Encroachments, and Owner and Adjoining Owner recognize and agree that the Encroachments shall have no effect on or otherwise modify the Common Boundary Line, which Common Boundary Line shall continue to be as established in their respective deeds and depicted on the Survey. Owner and Adjoining Owner hereby explicitly agree on behalf of themselves and their successors in interest that the Encroachments and their location shall never serve as the basis for (i) any claim of ownership by Adjoining Owner of any portion of Owner's Property or (ii) any claim of ownership by Owner of any portion of Adjoining Owner's Property..

4. Removal of Encroachments. Owner, as owner of the Encroachments, represents and warrants that, as of the date of this Agreement, it has removed the Encroachments at its sole cost and expense or, if not already completed, Owner shall do so within thirty (30) days of the date hereof.

5. Conveyances without Warranty. Owner, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, sells, and conveys to Adjoining Owner, all of the right, title and interest, if any, which Owner may have in and to the real property lying on the opposite side of the Common Boundary Line from the Owner's Property, together with, all and singular, the rights and appurtenances thereto in any way

belonging, to have and to hold it to Adjoining Owner and Adjoining Owner's heirs, successors, and assigns forever, without express or implied warranty. Adjoining Owner, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, sells, and conveys to Owner, all of the right, title and interest, if any, which Adjoining Owner may have in and to the real property lying on the opposite side of the Common Boundary Line from the Adjoining Owner's Property, together with, all and singular, the rights and appurtenances thereto in any way belonging, to have and to hold it to Owner and Owner's heirs, successors, and assigns forever, without express or implied warranty. All warranties that might arise by common law as well as the warranties in section 5.023 of the Texas Property Code (or its successor) are excluded. These conveyances are intended to include any property interests obtained by after-acquired title. Neither Adjoining Owner nor Owner, nor their heirs, successors, or assigns will have, claim, or demand any right or title to the property of the other, or any part of it.

6. Attorney's Fees and Expenses. In the event that any litigation should ever be instituted by the parties hereto, in addition to any other recovery permitted in such litigation, the prevailing party shall be entitled to collect from the non-prevailing party the costs and expenses of such litigation, including attorney's fees.

7. Covenants Run with Land. This Agreement runs with the land and binds and inures to the benefit and/or detriment of Owner and Adjoining Owner and their respective heirs, personal representatives, successors and assigns.

8. Entire Agreement. This Agreement represents the entire agreement of the parties with respect to the subject matter herein contained and the parties are not bound by any agreements, understandings, conditions, or inducements otherwise than are expressly set forth and stipulated herein. No change, alteration, amendment, modification or waiver of any of the terms or provisions hereof shall be valid unless the same is in writing and signed by the parties.

[signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

OWNER:

Jack L. Payne

Anthony D. Dobias

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2021, by Jack L. Payne.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2021, by Anthony D. Dobias.

Notary Public in and for the State of Texas

ADJOINING OWNER:

CITY OF PFLUGERVILLE, TEXAS,
a home-rule municipality

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2021,
_____ in his/her capacity as _____ of City of Pflugerville, Texas, a
home-rule municipality, on behalf of the City.

Notary Public in and for the State of Texas

Exhibit A

Owner's Property Description

A tract or parcel of land containing 10.00 acres (also referred to as being 9.9985 acres), more or less, being all of Lot 2, FIRST REPLAT OF LOT 2 PFLUGERVILLE INDUSTRIAL PARK, according to the map or plat thereof, recorded in Document No. 201800017, Official Public Records, Travis County, Texas.

Exhibit B

Adjoining Owner's Property Description

Tract One:

A PARCEL OF LAND IN TRAVIS COUNTY, TEXAS, BEING A PART OF THE JOHN BRAY SURVEY No. 10, ABSTRACT No. 73, AND BEING A PART OF THAT 158.10 ACRE TRACT OF LAND CONVEYED TO EDMUND A. RANDIG AND WIFE, DOREEN S. RANDIG, BY DEED RECORDED IN VOLUME 6870, PAGE 2077 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; AND A PART OF THAT 73.70 ACRE TRACT OF LAND CONVEYED TO EDMUND A. RANDIG AND WIFE, DOREEN RANDIG, BY DEED RECORDED IN VOLUME 5959, PAGE 2265 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commence at a cotton spindle set in a concrete drainage apron in the easterly fenced line of Weiss Lane, the same being the Northwest Corner of that 65.15 Acre Tract of land conveyed to PFLUGERVILLE COMMUNITY DEVELOPMENT CORPORATION by deed recorded in Document No. 2004180177 of the Official Public Records of Travis County, Texas

THENCE N.30°27'33"E., along the said East Line of Weiss Lane, a distance of 1261.23 feet to a 1/2" iron rod set at the Point of Beginning;

THENCE continue N.30°27'33"E. along said East Line a distance of 169.32 feet to a cross cut in concrete found for the Southwest Corner of that 0.730 Acre Tract of land conveyed to Travis County for right of way by deed recorded in Document No. 1999033594 of the Official Public Records of Travis County, Texas, in the North Line of the said 158.10 Acre Tract;

THENCE S.59°39'45"E., along the South Line of the said 0.730 Acre Tract and the North Line of the said 158.10 Acre Tract, a distance of 10.00 feet to a 1/2" iron rod found for the Southwest Corner of that 172.33 Acre Tract of land conveyed to Eagle Point Community, Ltd., by deed recorded in Document No. 2001206536 of the Official Public Records of Travis County, Texas;

THENCE S.59°39'30"E., along the North Line of the said 158.10 Acre Tract, the same being the South Line of the said 172.33 Acre Tract, a distance of 2310.62 feet to a 1/2" iron rod set;

THENCE crossing the said 158.1 Acre Tract the following three courses:

1. S.30°20'30"W. a distance of 100.00 feet to a 1/2" iron rod set;
2. S.29°13'07"E. a distance of 260.00 feet to a 1/2" iron rod set;
3. S.29°04'28"E., at a distance of 502.81 feet pass the common line of the said 158.1 Acre Tract the and 73.70 Acre Tract, in all a total distance of 1948.47 feet to a 1/2" iron rod set;

THENCE crossing the said 73.70 Acre Tract the following five courses:

1. S.59°41'11"E. a distance of 20.80 feet to a 1/2" iron rod set;
2. N.30°29'29"E. a distance of 451.05 feet to a 1/2" iron rod set;
3. N.30°44'28"W. a distance of 699.78 feet to a 1/2" iron rod set;
4. N.00°20'00"W. a distance of 456.00 feet to a 1/2" iron rod set;
5. N.14°51'00"E. a distance of 68.00 feet to a 1/2" iron rod set on the North Line of the said 73.70 Acre Tract;

THENCE S.59°31'29"E., along said North Line, a distance of 1865.02 feet to a ½" iron rod set at the Northeast Corner of the said 73.70 Acre Tract;

THENCE S.30°59'01"W., along the East Line of said 73.70 Acre Tract, a distance of 814.93 feet to a fence post at a corner in the East Line of the said 73.70 Acre Tract and for the Northeast Corner of that 99.68 Acre Tract of land conveyed to Vorwerk by deed recorded in Volume 736, Page 581 of the Deed Records of Travis County, Texas;

THENCE N.59°15'59"W., along the North Line of the said 99.68 Acre Tract and along a line common to the said 73.70 Acre Tract, a distance of 962.62 feet to a fence post;

THENCE S.30°29'29"W., along the West Line of the said 99.68 Acre Tract and along a line common to the said 73.70 Acre Tract, a distance of 464.49 feet to a ¼" iron rod found at the Northeast Corner of that 10.00 Acre Tract of land conveyed to Dale P. Randig by deed recorded in Volume 13115, Page 987 of the Real Property Records of Travis County, Texas,

THENCE N.59°41'11"W., along the North Line of the said 10.00 Acre Tract, a distance of 2104.99 feet to a ½" iron rod set at the Northwest Corner of the said 10.00 Acre Tract and the Northerly Northeast Corner of the said 65.15 Acre Tract;

THENCE N.64°18'17"W., along said North Line, a distance of 1132.57 feet to a 1/2" iron rod set;

THENCE crossing the said 158.1 Acre Tract the following seven courses:

1. N.29°10'30"E. a distance of 743.08 feet to a 1/2" iron rod set;
2. N.15°54'31"E. a distance of 140.88 feet to a 1/2" iron rod set;
3. N.39°24'32"W. a distance of 169.58 feet to a 1/2" iron rod set;
4. N.68°04'15"W. a distance of 80.53 feet to a 1/2" iron rod set;
5. N.54°23'26"W. a distance of 276.66 feet to a 1/2" iron rod set;
6. N.12°57'31"E. a distance of 137.21 feet to a 1/2" iron rod set;
7. N.47°26'41"W. a distance of 443.97 feet to the said Point of Beginning.

Containing 101.246 acres, more or less.

Tract Two:

BEING 4.878 ACRES OF LAND LOCATED IN THE PFLUGERVILLE INDUSTRIAL PARK, LOT 4, BEING OUT OF AND PART OF 25 ACRES OF LAND OUT OF THE JOHN BRAY SURVEY NO. 10, ABSTRACT NO. 73, TRAVIS COUNTY, TEXAS CONVEYED TO THE PFLUGERVILLE COMMUNITY DEVELOPMENT CORPORATION BY DEED RECORDED IN DOCUMENT NO. 2006060408, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

Tract Three:

LEGAL DESCRIPTION FROM DOC. NO. 2014167729

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE JOHN L. BRAY SURVEY NO. 10, ABSTRACT NO. 73 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN LOT 4, PFLUGERVILLE INDUSTRIAL PARK , (a subdivision recorded in Document No. 200800320 of the Official Public Records of said county), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a one half inch diameter iron rod found on the south line of said Pflugerville Industrial Park, at the most southerly corner of that certain Lot 3 of said Pflugerville Industrial Park, being the most westerly corner of said Lot 4, for the most westerly corner and **PLACE OF BEGINNING** hereof, from which a one half inch diameter iron rod found at the most westerly corner of said Lot 3 bears, North 62 degrees 30 minutes 20 seconds West, a distance of 481.02 feet.

THENCE with the east line of said Lot 3, being the west line of said Lot 4, North 27 degrees 30 minutes 36 seconds East, a distance of 418.94 feet to a five eighths inch diameter iron rod found on the south line of that certain Lot 2 of said Pflugerville Industrial Park, at the most easterly corner of said Lot 3, being the most northerly corner of said Lot 4, for the most northerly corner hereof, from which a one half inch diameter iron rod found at the most northerly corner of said Lot 3, being the most westerly corner of said Lot 2 bears, North 63 degrees 35 minutes 47 seconds East, a distance of 481.16 feet. *(and being the basis of bearings for this description)*

THENCE with said south line, being the north line of said Lot 4, South 63 degrees 35 minutes 39 seconds East, a distance of 57.04 feet to a one half inch diameter iron rod set for the most easterly corner hereof, from which the most easterly corner of said Lot 4 bears South 63 degrees 35 minutes 39 seconds East, a distance of 465.30 feet.

THENCE with the east line hereof, South 27 degrees 30 minutes 26 seconds West, a distance of 416.61 feet to a one half inch diameter iron rod set on the south line of said Lot 4, for the most southerly corner hereof, from which a one half inch diameter iron rod found at the most southerly corner of said Lot 4 bears, South 67 degrees 14 minutes 21 seconds East, a distance of 475.50 feet.

THENCE with the south line of said Lot 4, the following courses:

1. North 67 degrees 14 minutes 21 seconds West, a distance of 39.91 feet to a one half inch diameter iron rod found
2. North 62 degrees 54 minutes 40 seconds West, a distance of 17.28 feet to the **PLACE OF BEGINNING** and containing a calculated area of 0.548 acre.

LEGAL DESCRIPTION FROM DOC. NO. 2015062743

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE JOHN L. BRAY SURVEY NO. 10, ABSTRACT NO. 73 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN LOT 4, PFLUGERVILLE INDUSTRIAL PARK , (a subdivision recorded in Document No. 200800320 of the Official Public Records of said county), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a one half inch diameter iron rod found on the south line of said Pflugerville Industrial Park, at the most southerly corner of that certain Lot 3 of said Pflugerville Industrial Park, being the most westerly corner of said Lot 4, for the most westerly corner and **PLACE OF BEGINNING** hereof, from which a one half inch diameter iron rod found at the most westerly corner of said Lot 3 bears, North 62 degrees 30 minutes 20 seconds West, a distance of 481.02 feet.

THENCE with the east line of said Lot 3, being the west line of said Lot 4, North 27 degrees 30 minutes 36 seconds East, a distance of 418.94 feet to a five eighths inch diameter iron rod found on the south line of that certain Lot 2 of said Pflugerville Industrial Park, at the most easterly corner of said Lot 3, being the most northerly corner of said Lot 4, for the most northerly corner hereof, from which a one half inch diameter iron rod found at the most northerly corner of said Lot 3, being the most westerly corner of said Lot 2 bears, North 63 degrees 35 minutes 47 seconds East, a distance of 481.16 feet. *(and being the basis of bearings for this description)*

THENCE with said south line, being the north line of said Lot 4, South 63 degrees 35 minutes 39 seconds East, a distance of 57.04 feet to a one half inch diameter iron rod set for the most easterly corner hereof, from which the most easterly corner of said Lot 4 bears South 63 degrees 35 minutes 39 seconds East, a distance of 465.30 feet.

THENCE with the east line hereof, South 27 degrees 30 minutes 26 seconds West, a distance of 416.61 feet to a one half inch diameter iron rod set on the south line of said Lot 4, for the most southerly corner hereof, from which a one half inch diameter iron rod found at the most southerly corner of said Lot 4 bears, South 67 degrees 14 minutes 21 seconds East, a distance of 475.50 feet.

THENCE with the south line of said Lot 4, the following courses:

1. North 67 degrees 14 minutes 21 seconds West, a distance of 39.91 feet to a one half inch diameter iron rod found
2. North 62 degrees 54 minutes 40 seconds West, a distance of 17.28 feet to the **PLACE OF BEGINNING** and containing a calculated area of 0.548 acre.

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE JOHN L. BRAY SURVEY NO. 10, ABSTRACT NO. 73 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN LOT 4, PFLUGERVILLE INDUSTRIAL PARK, (a subdivision recorded in Document No. 200800320 of the Official Public Records of said county), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS.

BEGINNING at a one half inch diameter iron rod found on the south line of said Pflugerville Industrial Park, at the most southerly corner of that certain Lot 3 of said Pflugerville Industrial Park, being the most westerly corner of said Lot 4, for the most westerly corner and **PLACE OF BEGINNING** hereof, from which a one half inch diameter iron rod found at the most westerly corner of said Lot 3 bears, North 62 degrees 30 minutes 20 seconds West, a distance of 481.02 feet.

THENCE with the east line of said Lot 3, being the west line of said Lot 4, North 27 degrees 30 minutes 36 seconds East, a distance of 418.94 feet to a five eighths inch diameter iron rod found on the south line of that certain Lot 2 of said Pflugerville Industrial Park, at the most easterly corner of said Lot 3, being the most northerly corner of said Lot 4, for the most northerly corner hereof, from which a one half inch diameter iron rod found at the most northerly corner of said Lot 3, being the most westerly corner of said Lot 2 bears, North 63 degrees 35 minutes 47 seconds East, a distance of 481.16 feet. *(and being the basis of bearings for this description)*

THENCE with said south line, being the north line of said Lot 4, South 63 degrees 35 minutes 39 seconds East, a distance of 57.04 feet to a one half inch diameter iron rod set for the most easterly corner hereof, from which the most easterly corner of said Lot 4 bears South 63 degrees 35 minutes 39 seconds East, a distance of 465.30 feet.

THENCE with the east line hereof, South 27 degrees 30 minutes 26 seconds West, a distance of 416.61 feet to a one half inch diameter iron rod set on the south line of said Lot 4, for the most southerly corner hereof, from which a one half inch diameter iron rod found at the most southerly corner of said Lot 4 bears, South 67 degrees 14 minutes 21 seconds East, a distance of 475.50 feet.

THENCE with the south line of said Lot 4, the following courses:

1. North 67 degrees 14 minutes 21 seconds West, a distance of 39.91 feet to a one half inch diameter iron rod found
2. North 62 degrees 54 minutes 40 seconds West, a distance of 17.28 feet to the **PLACE OF BEGINNING** and containing a calculated area of 0.548 acre.

Exhibit C

Portion of Survey Depicting Encroachments

