

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:

HIGHLAND PARK RESIDENTIAL COMMUNITY, INC., a Texas non-profit corporation ("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") 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:

That certain tract of land totaling 0.046 acres, more or less, lying and being situated in Travis County, Texas, and also described more fully by metes and bounds and sketch on Exhibit "A";

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 when the claim is by, through, or under Grantor but not otherwise, subject to the matters set forth herein.

CHARACTER OF EASEMENT:

The Easement is an easement in gross.

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 improvements, which includes a sidewalk and a street.

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

DURATION OF EASEMENT:

The Easement shall be perpetual.

EXCLUSIVENESS OF EASEMENT:

The Easement shall be non-exclusive; and Grantor may dedicate all or any portion of the Easement Tract 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 Tract 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 Tract 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 the Easement Tract only in those ways consistent with the continued maintenance of the slope easement and agrees to do nothing which would impair, damage, or destroy said lateral support, and it is further understood and agreed that the covenants and agreements set forth above shall be considered covenants running with the land, fully binding upon Grantor and Grantor's 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 Tract.

MAINTENANCE:

Grantor shall maintain the surface area of the Easement Tract, 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 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 18 day of May, 2015.

GRANTOR:

Highland Park Residential Community, Inc.,
a Texas non-profit corporation

By: Thomas Anker
Tom Anker, President

GRANTEE:

AGREED AND ACCEPTED:

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

By: _____
Brandon Wade, City Manager

ATTEST:

Karen Thompson, City Secretary

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF Williamson §

This instrument was acknowledged before me on the 18 day of May, 2015, by Tom Anker, President of Highland Park Residential Community, Inc., a Texas non-profit corporation, on behalf of said corporation.



Stacy M. Laine
Notary Public Signature

ACKNOWLEDGEMENT

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

After Recording, Please Return To:

City of Pflugerville
Attn: Brandon E. Wade, City Manager
P.O. Box 589
Pflugerville, Texas 78691

EXHIBIT "A"

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

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4/3/2013

DESCRIPTION FOR HIGHLAND PARK RESIDENTIAL TRACT—
SLOPE EASEMENT

BEING A 0.046 ACRE (1,983 SQUARE FEET) TRACT SITUATED IN THE THOMAS G. STEWART SURVEY NO. 6, ABSTRACT NO. 689, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF PRIVATE OPEN SPACE #2 OF HIGHLAND PARK PHASE A, SECTION 1, A SUBDIVISION ACCORDING TO THE PLAT OF RECORD IN DOCUMENT NO. 200300243 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, SAID PRIVATE OPEN SPACE #2 BEING FURTHER DESCRIBED IN A SPECIAL WARRANTY DEED TO HIGHLAND PARK RESIDENTIAL, AND RECORDED IN DOCUMENT NO. 2006198034 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 southwest right-of-way line of Great Basin Avenue, a 50-foot wide right-of-way according to said Highland Park Phase A, Section 1, same being the northeast line of said Private Open Space #2, for the northeast corner of said Private Open Space #2;

THENCE with said southwest right-of-way line of Great Basin Avenue and said northeast line of Private Open Space #2, the following two (2) courses and distances:

1. N53°31'15"W a distance of 39.75 feet to a point of curvature to the left, and
2. with the arc of said curve to the left a distance of 3.79 feet, said curve having a radius of 25.00 feet, a central angle of 8°41'33", and a chord bearing N57°52'02"W a distance of 3.79 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set for the **POINT OF BEGINNING** of the tract described herein;

THENCE leaving said southwest right-of-way line of Great Basin Avenue and said northeast line of Private Open Space #2, crossing said Private Open Space #2, with the arc of a curve to the right a distance of 149.57 feet, said curve having a radius of 1,143.00 feet, a central angle of 7°29'51", and a chord bearing S44°13'12"W a distance of 149.46 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set in the northeast right-of-way line of Wilke Lane, a varying width right-of-way, same being the west line of said Private Open Space #2;

THENCE with said northeast right-of-way line of Wilke Lane and said west line of Private Open Space #2, N26°43'50"E a distance of 35.26 feet to the intersection of said northeast right-of-way line of Wilke Lane with the southeast right-of-way line of Heatherwilde Boulevard, a varying width right-of-way;

EXHIBIT "A"

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

Page 2 of 4
4/3/2013

DESCRIPTION FOR HIGHLAND PARK RESIDENTIAL TRACT—
SLOPE EASEMENT


THENCE with said southeast right-of-way line of Heatherwilde Boulevard, same being said west line of Private Open Space #2, with the arc of a curve to the left a distance of 88.90 feet, said curve having a radius of 863.55 feet, a central angle of $5^{\circ}53'54''$, and a chord bearing $N39^{\circ}37'40''E$ a distance of 88.86 feet to a point of curvature to the right, being the intersection of said southeast right-of-way line of Heatherwilde Boulevard with said southwest right-of-way line of Great Basin Avenue;

THENCE leaving said southeast right-of-way line of Heatherwilde Boulevard, with said southwest right-of-way line of Great Basin Avenue, with the arc of said curve to the right a distance of 35.39 feet, said curve having a radius of 25.00 feet, a central angle of $81^{\circ}06'29''$, and a chord bearing $N77^{\circ}13'58''E$ a distance of 32.51 feet to said **POINT OF BEGINNING** and containing 0.046 acre (1,983 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 DESCRIPTION

0 50 100 150 200
SCALE: 1"=100'

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

STATE OF TEXAS
VOL. 11339, PG. 2005
R.P.R.T.C.T.

CITY OF PFLUGERVILLE
(13.640 AC.)
DOC# 200700171
P.R.T.C.T.

CITY OF PFLUGERVILLE
(1.17 AC.)
DOC# 2003217983
O.P.R.T.C.T.

GREAT BASIN AVENUE (50' R.O.W.)
DOC# 200300243 P.R.T.C.T.

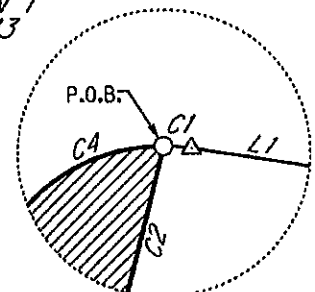
EXISTING 10'
PUBLIC UTILITY EASEMENT
DOC# 2002249861
O.R.T.C.T.

HIGHLAND PARK RESIDENTIAL
PRIVATE OPEN SPACE #2
DOC# 2006198034
O.P.R.T.C.T.

PROPOSED
SLOPE EASEMENT
1,983 SQ. FT.
0.046 AC.

EXISTING 15'
WATERLINE EASEMENT
DOC# 2003147867
O.P.R.T.C.T.

HIGHLAND PARK
PHASE A, SECTION 1
DOC# 200300243
P.R.T.C.T.



DETAIL "A"
N.T.S.



4030 WEST BRAKER LANE, SUITE 450
AUSTIN, TEXAS 78759-5358
TEL (512) 262-5184
FAX (512) 252-5141

SLOPE EASEMENT
HIGHLAND PARK RESIDENTIAL
HEATHERWILDE BLVD.
ROADWAY IMPROVEMENTS

ACCOMPANYING FILE: h26000s\26890\Data Out\VEXH-HPR-ROW.DOC

PROJECT AVO: 26890

COUNTY: TRAVIS

EASEMENT AREA: 0.046 AC.
1,983 SQ. FT.

SCALE: 1"=100'

IE:HP5550.MDL.FS.FW.plt

ch2172 HALFF h:\26000s\26890\CA03\Survey\VEXH-HPR-ROW-26890.dgn

10:00:11 AM

4/3/2013

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
(XXX)	RECORD INFORMATION PARENT TRACT
(XXX)	RECORD INFORMATION ADJONER 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
O.C.C.*	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. 1207542-KFO, EFFECTIVE DATE APRIL 23, 2012, ISSUE DATE MAY 3, 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	08°41'33"	25.00'	3.79'	3.79'	N57°52'02"W
C2	07°29'51"	1143.00'	149.57'	149.46'	S44°13'12"W
C3	05°53'54"	863.55'	88.90'	88.86'	N39°37'40"E
C4	81°06'29"	25.00'	35.39'	32.51'	N77°13'58"E

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N53°31'15"W	39.75'
L2	N26°43'50"E	35.26'

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

[Signature]
4/3/2013
DATE



SLOPE EASEMENT
HIGHLAND PARK RESIDENTIAL
HEATHERWILDE BLVD.
ROADWAY IMPROVEMENTS
ACCOMPANYING FILE: h26000s\26890\Data Out\VEXH-HPR-ROW.DOC

PROJECT AVO: 26890
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