

PURCHASE AGREEMENT
BH Pflugerville Golf, LP (SELLER)

This Purchase Agreement (this "Agreement") is made and entered into by and between the **CITY OF PFLUGERVILLE, TEXAS**, a Texas home rule municipality ("Buyer"), and **BH PFLUGERVILLE GOLF, LP**, ("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 thereof of 157.88-acre tract recorded in Document No. 2010166280TR of the Official Public Records of Travis County, Texas.

B. Buyer requires acquisition of three (3) tracts as described in **Exhibit "A"** (+/- 0.977-acre Right-of-Way); **Exhibit "B"** (+/-0.391-acre Public Utility Easement) and **Exhibit "C"** (+/-0.275-acre Drainage Easement) hereafter collectively referred to as the "Property".

C. Seller is willing to convey and Buyer to purchase the Property for the appraised value of **\$208,298.00**

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 Property and Easement Rights to Buyer, and Buyer agrees to buy and pay Seller for the Property/Easement Rights as described in **Exhibit "A"**, **Exhibit "B"** and **Exhibit "C"** as part of the Kelly Lane Expansion Project. 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 are conditional on City Council of Pflugerville's approval and acceptance of the Purchase Agreement. In the event the City Council does not approve the acceptance of the Purchase Agreement, 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. **TWO HUNDRED EIGHT THOUSAND TWO HUNDRED NINETY-EIGHT AND 00/100 (\$208,298.00)** to be paid at closing.

III.

The Property. More or less three (3) tracts as described in **Exhibit "A"** (+/-0.977-acre Right-of-Way); **Exhibit "B"** (+/-0.391-acre Public Utility Easement) and **Exhibit "C"** (+/-0.275-acre Drainage Easement) out of the 157.88-acre tract recorded in Document No. 2010166280TR of the Official Public Records of Travis County, Texas, attached hereto and incorporated by reference for all purposes.

IV.

Deed. The Instrument of Conveyance shall be in substantial conformance with the form and substance as stated in the **Special Warranty Deed (Exhibit “A.1”)**, attached hereto and incorporated by reference for all purposes.

Easement Instrument(s). The Instrument of Conveyance shall be in substantial conformance with the form and substance as stated in the **Public Utility Easement Agreement (Exhibit “B.1”)** and the **Drainage Easement Agreement (Exhibit C.1)**, 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 City Council’s approval and acceptance of the Purchase Agreement.
- 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
Attn: Sereniah Breland, City Manager
100 East Main Street
Pflugerville, Texas 78660

Seller: BH Pflugerville Golf, LP
902 Post Oak Street
Austin, TX 78704

- 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 Seller has fee simple absolute title to the Property described in **Exhibit "A"**, **Exhibit "B"** and **Exhibit "C"** 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.

EXECUTED this the ____ day of _____, 2020.

SELLER:

BH Pflugerville Golf, LP

Mike Ussery

PURCHASER:

CITY OF PFLUGERVILLE,
a Texas home rule municipality

By: _____
Sereniah Breland, City Manager

ATTEST:

Karen Thompson, City Secretary

- 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.

EXECUTED this the 12th day of NOVEMBER, 2020.

SELLER:

BH Pflugerville Golf, LP


Mike Ussery, PRESIDENT OF GENERAL PARTNER,
ONCOURSE STRATEGIES GOLF, INC.

PURCHASER:

CITY OF PFLUGERVILLE,
a Texas home rule municipality

By: _____
Sereniah Breland, City Manager

ATTEST:

Karen Thompson, City Secretary

EXHIBIT A

County: Travis
Parcel: 9 ROW Acquisition
Project: Kelly Lane

June 25, 2020
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PROPERTY DESCRIPTION FOR PARCEL 9

DESCRIPTION OF A 0.977 ACRE (42,559 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 (O.P.R.T.C.T.), SAID 0.977 ACRE (42,559 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod with plastic cap (illegible) found, being in the existing westerly Right-of-Way (ROW) line of Vilamoura Street (60' ROW width), same being the southeasterly corner of Lot 39, Block "C", Fairways Of Blackhawk, Phase V-B, a subdivision of record recorded in Document No. 200700242 of the O.P.R.T.C.T., also being an ell corner in the easterly boundary line of said 87.431 acre tract;

THENCE, with the common easterly boundary of said 87.431 acre tract and said westerly ROW line, S 27°29'42" W, for a distance of 550.47 feet at an iron rod with aluminum cap stamped "ROW 4933" set, being the intersection of said existing ROW line of Vilamoura Street and the proposed ROW line of Vilamoura Street (variable width ROW), for the easterly corner and **POINT OF BEGINNING** of the herein described parcel;

- 1) **THENCE**, continuing with said common boundary/ROW line, S 27°29'42" W, at a distance of 218.15 feet, pass a 5/8" iron rod found and continue for a total distance of **224.38** feet to a iron rod with plastic cap found, stamped "LAI" in the existing northerly ROW line of Kelly Lane (variable width ROW), being in the southeasterly corner of said 87.431 acre tract at the southerly terminus of said Vilamoura Street, for the southeasterly corner of the herein described parcel;
- 2) **THENCE**, with said existing northerly ROW line of Kelly Lane, same being the southerly boundary line of said 87.431 acre tract, N 63°10'22" W, for a distance of **1,820.77** feet to a calculated point, being the southwesterly corner of said 87.431 acre tract, same being the southeasterly corner of Fairways Of Blackhawk, Phase VII, a subdivision of record in Volume 92, Page 43-45 of the Plat Records of Travis County, Texas (P.R.T.C.T.), also being the southeasterly corner of that 0.084 acre (5.00 foot wide) additional ROW dedication for Kelly Lane per said plat, for the southwesterly corner of the herein described parcel, and from which an iron rod with plastic cap stamped "LAI" bears S 40°02'56" W, at a distance of 1.09 feet;
- 3) **THENCE**, with said existing northerly ROW line, same being the easterly line of said 0.084 acre ROW dedication and the westerly line of said 87.431 acre tract, N 26°32'22" E, at a distance of 4.22 feet, pass a 5/8" iron rod found, and continuing for a total distance of **5.00** feet to an iron rod with aluminum cap stamped "ROW 4933" set in the proposed northerly ROW line of Kelly Lane, same being the northeasterly corner of said 0.084 acre ROW dedication, also being the southeasterly corner of Lot 69 (Greenspace), for the northwesterly corner of the herein described parcel, and from which an iron rod with plastic cap (illegible) found, being an angle point in the common boundary line of said 87.431 acre tract and said Lot 69, bears N 26°32'22" E, at a distance of 20.90 feet;

THENCE, with said proposed northerly ROW line, through the interior of said 87.431 acre tract, the following three (3) courses:

- 4) S 63°14'17" E, for a distance of **66.39** feet to an iron rod with aluminum cap stamped "ROW 4933" set, for an angle point;

County: Travis
Parcel: 9 ROW Acquisition
Project: FM 3349

June 25, 2020
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- 5) **S 66°59'23" E**, for a distance of **188.00** feet to an iron rod with aluminum cap stamped "ROW 4933" set, for an angle point;
- 6) **S 63°08'34" E**, for a distance of **1,443.42** feet to an iron rod with aluminum cap stamped "ROW 4933" set, for the beginning of a cutback to said proposed ROW line of Vilamoura Street;

THENCE, with said proposed ROW line of Vilamoura Street, continuing through the interior of said 87.431 acre tract, the following three (3) courses:

- 7) Along said cutback line **N 80°33'17" E**, for a distance of **85.81** feet to an iron rod with aluminum cap stamped "ROW 4933" set, for an angle point;
- 8) **N 27°29'38" E**, for a distance of **157.41** feet to an iron rod with aluminum cap stamped "ROW 4933" set, for an ell corner;
- 9) **S 62°30'16" E**, for a distance of **55.00** feet to the **POINT OF BEGINNING**, containing 0.977 acre, (42,559 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

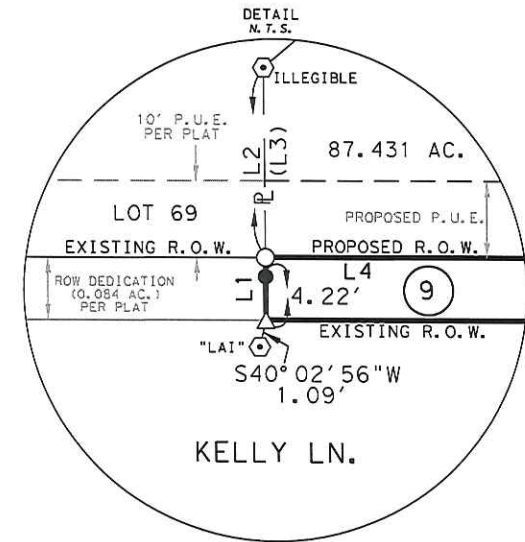
27 July 2020

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



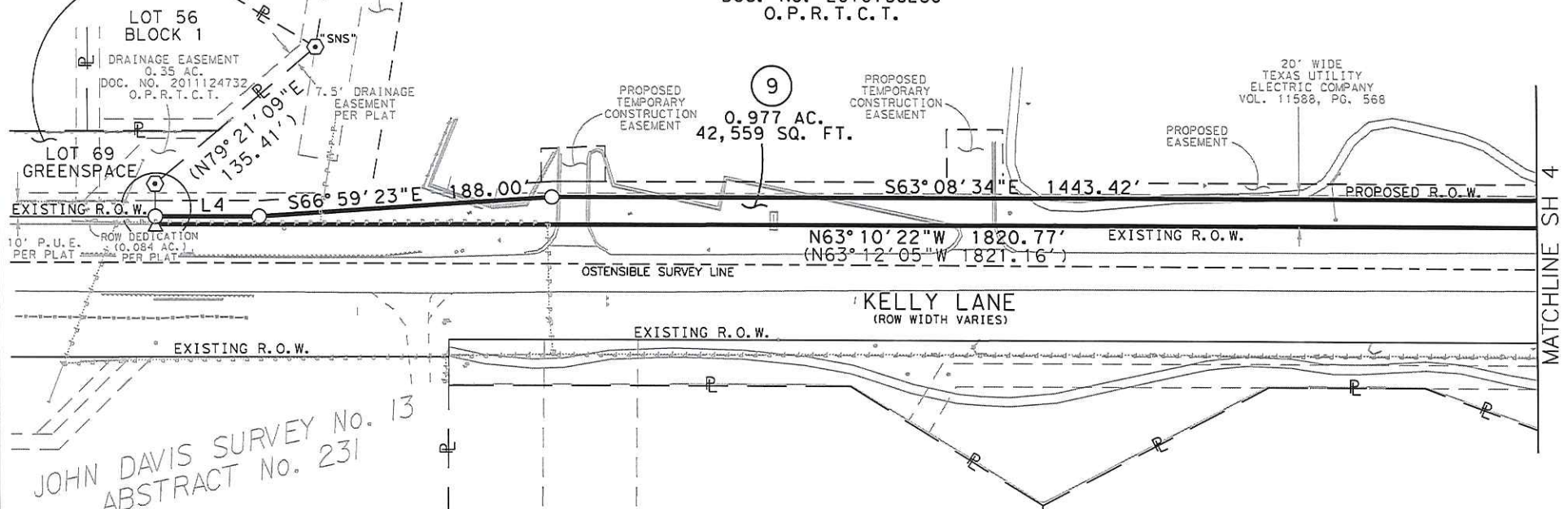
NUMBER	DIRECTION	DISTANCE
L1	N26° 32' 22"E	5.00'
L2	N26° 32' 22"E	20.90'
(L3)	(N27° 03' 06"E)	(26.74')
L4	S63° 14' 17"E	66.39'

PHILIP GOLDEN SURVEY No. 17



FAIRWAYS OF BLACKHAWK
PHASE VII
VOL. 92, PAGE 43-45
P.R.T.C.T.

BH PFLUGERVILLE GOLF, L.P.
(87.431 AC.)
EXHIBIT "A"
("A-3") TRACT 3
DOC. NO. 2010166280
O.P.R.T.C.T.



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

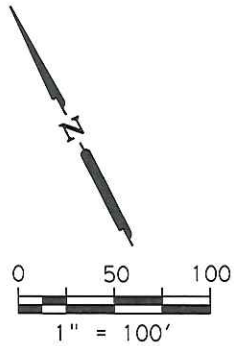
PARCEL 9

SCALE
1" = 100'

PROJECT
KELLY LANE

COUNTY
TRAVIS

PLAT TO ACCOMPANY PARCEL DESCRIPTION

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NUMBER	DIRECTION	DISTANCE
L5	N80° 33' 17" E	85.81'
L6	S62° 30' 16" E	55.00'

PHILIP GOLDEN SURVEY No. 17

BH PFLUGERVILLE GOLF, L.P.
(87.431 AC.)
EXHIBIT "A" ("A-3") TRACT 3
DOC. NO. 2010166280
O.P.R.T.C.T.

FAIRWAYS OF BLACKHAWK
PHASE V-B
DOC. NO. 200700242
O.P.R.T.C.T.

LOT 39
BLOCK "C"

P.O.C.

P.O.B.
GRID COORDINATES:
N=10,143,102.12
E=3,165,701.06

EXISTING R.O.W.
(S27° 29' 04" W 774.65')

VILAMOURA STREET
(60' ROW WIDTH)

20' WIDE
TEXAS UTILITY
ELECTRIC COMPANY
VOL. 11588, PG. 568

9
0.977 AC.
42,559 SQ. FT.

S63° 08' 34" E 1443.42'
N63° 10' 22" W 1820.77'
(N63° 12' 05" W 1821.16')

PROPOSED R.O.W.

EXISTING R.O.W.

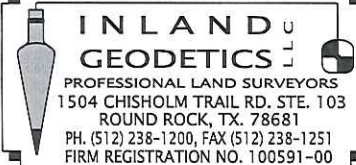
KELLY LANE
(ROW WIDTH VARIES)

EXISTING R.O.W.

JOHN DAVIS SURVEY No. 13
ABSTRACT No. 231

FALCON
POINTE
BLVD.

MATCHLINE SH 3



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

PARCEL 9

SCALE
1" = 100'

PROJECT
KELLY LANE

COUNTY
TRAVIS

PLAT TO ACCOMPANY PARCEL DESCRIPTION

05/29/20
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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 UNDERLYING 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: VOLUME 4858, PAGE 1489, DEED RECORDS, TRAVIS COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

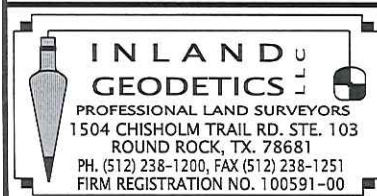
G. ELECTRIC DISTRIBUTION AND TELEPHONE LINES EASEMENT TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 4995, PAGE 1683, DEED RECORDS, TRAVIS COUNTY, TEXAS, DOES NOT AFFECT.

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, AFFECTS TRACT AS SHOWN.



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

PARCEL 9

SCALE
1" = 100'

PROJECT
KELLY LANE

COUNTY
TRAVIS

PLAT TO ACCOMPANY PARCEL DESCRIPTION

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L. ELECTRIC SUPPLY AND COMMUNICATION LINES EASEMENT TO TEXAS UTILITIES ELECTRIC COMPANY PURPOSE 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, CAN NOT INTERPRET DESCRIPTION, REMAINDER OF DOCUMENT DOES NOT AFFECT.

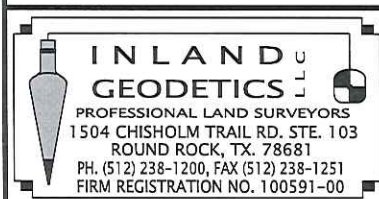
W. TERMS, CONDITIONS, AND STIPULATIONS IN THE RYLAND AGREEMENT RECORDED IN DOCUMENT NO. 2001073667, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SUBJECT TO IF APPLICABLE.

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.

	ACRES	SQUARE FEET
ACQUISITION	0.977	42,559
CALC/DEED AREA	87.431	3,808,494
REMAINDER AREA	86.454	3,765,935



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

PARCEL 9

SCALE
1" = 100'

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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
- ⌵ 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 RESTRICTIONS 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, 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 27 July 2020
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, TEXAS 78681



	ACRES	SQUARE FEET
ACQUISITION	0.977	42,559
CALC/DEED AREA	87.431	3,808,494
REMAINDER AREA	86.454	3,765,935



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

PARCEL 9

SCALE
1" = 100'

PROJECT
KELLY LANE

COUNTY
TRAVIS

EXHIBIT B

County: Travis
Parcel: 9 P.U.E.
Project: Kelly Lane

June 18, 2020
Page 1 of 7

PUBLIC UTILITY EASEMENT DESCRIPTION FOR PARCEL 9-PUE

DESCRIPTION OF A 0.391 ACRE (17,046 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 (O.P.R.T.C.T.), SAID 0.391 ACRE (17,046 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "ROW 4933", in the existing northerly Right-of-Way (ROW) line of Kelly Lane (variable width ROW), also being the proposed northerly ROW line of said Kelly Lane (variable width ROW), same being the southeasterly corner of Lot 69, Block 1 (Greenspace) of Fairways of Blackhawk, Phase VII, a subdivision of record in Volume 92, Page 43-45 of the Plat Records of Travis County, Texas (P.R.T.C.T.), also being the northeasterly corner of that 0.084 acre (5.00 foot wide) additional ROW dedication for Kelly Lane per said plat, in the westerly boundary line of said 87.431 acre tract, for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, a 5/8" iron rod found bears S 29°11'32" W, at a distance of 0.78 feet;

1) **THENCE**, departing said existing and proposed ROW line, with the easterly boundary line of said Lot 69, same being the westerly boundary line of said 87.431 acre tract, **N 26°32'22" E**, for a distance of **10.00** feet to a calculated point, being the easterly terminus of a 10 foot wide utility easement as cited in said Fairways Of Blackhawk, Phase VII, for the northwesterly corner of the herein described parcel, and from which an iron rod with plastic cap (illegible) found, being an angle point in said common boundary line bears N 26°32'22" E, at a distance of 10.90 feet;

THENCE, with the northerly line of the herein described parcel, through the interior of said 87.431 acre tract, the following three (3) courses:

2) **S 63°14'17" E**, for a distance of **66.10** feet to a calculated angle point;

3) **S 66°59'23" E**, for a distance of **188.00** feet to a calculated angle point;

4) **S 63°08'34" E**, for a distance of **1,457.37** feet to a calculated point in said proposed northerly ROW line of Kelly Lane, for the northeasterly corner of the herein described parcel;

THENCE, with said proposed northerly ROW line, continuing through the interior of said 87.431 acre tract, the following four (4) courses:

5) **S 80°33'17" W**, for a distance of **16.89** feet to an iron rod with aluminum cap stamped "ROW 4933" set, for the southeasterly corner of the herein described tract;

6) **N 63°08'34" W**, for a distance of **1,443.42** feet to an iron rod with aluminum cap stamped "ROW 4933" set, for an angle point;

June 18, 2020
Page 2 of 7

- NOTE: The above described Public Utility Easement is accompanied by 2 Temporary Construction Easements (T.C.E.) as shown on the attached Parcel Plat.

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

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.

M. Stephen Truesdale 3 Aug 2020

PHILIP GOLDEN SURVEY No. 17 PLAT TO ACCOMPANY PARCEL DESCRIPTION

05/29/20
PAGE 3 OF 7

NO.	DIRECTION	DISTANCE
L1	S26°32'22"W	10.90'
L2	S63°14'17"E	66.10'
L4	N66°59'23"W	188.00'
L5	N63°14'17"W	66.39'
L6	N26°32'22"E	10.00'
(L7)	(N27°03'06"E)	(26.74')
L8	N26°32'22"E	5.00'
(L8)	(N29°30'51"E)	(5.00')
L10	S26°45'44"W	23.00'
L11	N63°08'34"W	34.75'
L12	N66°59'23"W	6.27'

NO.	DIRECTION	DISTANCE
L13	N26°45'44"E	34.05'
L14	S63°14'16"E	36.02'
L15	S26°51'26"W	34.11'
L16	N63°08'34"W	35.96'
L17	N26°32'22"E	5.00'
(L17)	(N29°30'51"E)	(5.00')
L18	N26°32'22"E	10.00'
L19	N66°59'23"W	109.39'
L20	N63°08'34"W	218.81'
(L21)	(N29°30'51"W)	(21.12')
L22	N26°45'44"E	21.47'

10' DRAINAGE
EASEMENT
PER PLAT0 50 100
1" = 100'LOT 57
BLOCK 1

FAIRWAYS OF BLACKHAWK
PHASE VII
VOL. 92, PAGE 43-45
P.R.T.C.T.

LOT 56
BLOCK 1
DRAINAGE EASEMENT
0.35 AC.
DOC. NO. 2011124732
O.P.R.T.C.T.

PROPOSED
DRAINAGE
EASEMENT

BH PFLUGERVILLE GOLF, L.P.
(87.431 AC.)
EXHIBIT "A" ("A-3") TRACT 3
DOC. NO. 2010166280
O.P.R.T.C.T.

TEMPORARY
CONSTRUCTION
EASEMENT
0.028 AC.
1,227 SQ. FT.

L9
TEMPORARY
CONSTRUCTION
EASEMENT
0.021 AC.
904 SQ. FT.

20' WIDE
TEXAS UTILITY
ELECTRIC COMPANY
VOL. 11588, PG. 568

9-PUE

0.391 AC.
17,046 SQ. FT.

1457.37'

PROPOSED R.O.W.

N63°08'34"W 1443.42'

EXISTING R.O.W.

(N63°12'05"W 1821.16')

KELLY LANE
(ROW WIDTH VARIES)

OSTENSIBLE SURVEY LINE

MATCHLINE SH 4

JOHN DAVIS SURVEY No. 13
ABSTRACT No. 231

**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

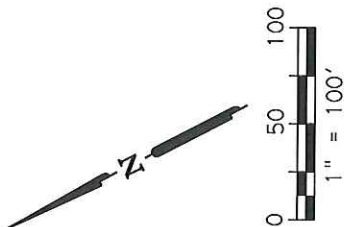
PARCEL PLAT SHOWING PROPERTY OF

BH PFLUGERVILLE GOLF, L.P.

SCALE
1" = 100'PROJECT
KELLY LANECOUNTY
TRAVIS

PARCEL 9-PUE

PLAT TO ACCOMPANY PARCEL DESCRIPTION



PHILIP GOLDEN SURVEY No. 17

NUMBER	DIRECTION	DISTANCE
L3	S80° 33' 17" W	16.89'

BH PFLUGERVILLE GOLF, L.P.
(87.431 AC.)
EXHIBIT "A" ("A-3") TRACT 3
DOC. NO. 2010166280
O.P.R. T. C. T.

9-PUE

0.391 AC.
17,046 SQ. FT.

20' WIDE
TEXAS UTILITY
ELECTRIC COMPANY
VOL. 11588, PG. 568

MATCHLINE SH 3

KELLY LANE
(ROW WIDTH VARIES)

PROPOSED R.O.W.

(N63° 12' 05" W 1821.16')

EXISTING R.O.W.

PROPOSED R.O.W.

EXISTING R.O.W.
VILAMOURA STREET (S27° 29' 04" W 774.65')

JOHN DAVIS SURVEY No. 13
ABSTRACT No. 231

FALCON
BLVD.

PARCEL PLAT SHOWING PROPERTY OF

BH PFLUGERVILLE GOLF, L.P.

PARCEL 9-PUE

**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" = 100'

PROJECT
KELLY LANE

COUNTY
TRAVIS

PLAT TO ACCOMPANY PARCEL DESCRIPTION

05/29/20
PAGE 5 OF 7

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, AFFECTS AS SHOWN.



PARCEL PLAT SHOWING PROPERTY OF

BH PFLUGERVILLE GOLF, L.P.

SCALE
1" = 100'PROJECT
KELLY LANECOUNTY
TRAVIS

PARCEL 9-PUE

PLAT TO ACCOMPANY PARCEL DESCRIPTION

05/29/20
PAGE 6 OF 7

L. ELECTRIC SUPPLY AND COMMUNICATION LINES EASEMENT TO TEXAS UTILITIES ELECTRIC COMPANY PURPOSE 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, CAN NOT INTERPRET DESCRIPTION, THE REMAINDER OF THE 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.



PARCEL PLAT SHOWING PROPERTY OF

BH PFLUGERVILLE GOLF, L.P.SCALE
1" = 100'PROJECT
KELLY LANECOUNTY
TRAVIS**PARCEL 9-PUE**

PLAT TO ACCOMPANY PARCEL DESCRIPTION

05/29/20
PAGE 7 OF 7

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
- 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 3 July 2020
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, TEXAS 78681



PARCEL PLAT SHOWING PROPERTY OF

BH PFLUGERVILLE GOLF, L.P.

SCALE
1" = 100'PROJECT
KELLY LANECOUNTY
TRAVIS

PARCEL 9-PUE

EXHIBIT C

County: Travis
Parcel: 9 Drainage Easement
Project: Kelly Lane

June 16, 2020
Page 1 of 6

DRAINAGE EASEMENT DESCRIPTION FOR PARCEL 9-DE

DESCRIPTION OF A 0.275 ACRE (11,966 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 (O.P.R.T.C.T.), SAID 0.275 ACRE (11,966 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with plastic cap (illegible) found, being an angle point in the westerly boundary line of said 87.431 acre tract, same being the easterly boundary line of Lot 69, Block 1 (Greenspace) of Fairways of Blackhawk, Phase VII, a subdivision of record in Volume 92, Page 43-45 of the Plat Records of Travis County, Texas (P.R.T.C.T.), also being an angle point in the easterly boundary line of that called 0.035 acre Drainage Easement described in Drainage Easement Agreement to the City of Pflugerville recorded in Document No. 2011124732 of the (O.P.R.T.C.T.) for an angle point and **POINT OF BEGINNING** of the herein described parcel;

- 1) **THENCE**, with said common boundary line of the 87.431 acre tract, said Lot 69 and Lot 56, Block 1, of said subdivision, **N 76°27'40" E**, at a record distance of 52.74 feet, pass the calculated common corner of said Lot 69 and Lot 56, and continuing for a total distance of **135.60** feet to an iron rod with plastic cap stamped "SNS" found, being the common corner of said Lot 56 and Lot 57 of said Fairways of Blackhawk, Phase VII, being an angle point in the easterly line of said 87.431 acre tract and the herein described parcel;
- 2) **THENCE**, continuing with the common boundary of said 87.431 acre tract and Lot 57, **N 36°18'19" E**, for a distance of **50.00** feet to the calculated northwesterly corner of the herein described parcel;

THENCE, departing said Fairways of Blackhawk, Phase VII, Lot 57, through the interior of said 87.431 acre tract, the following two (2) courses:

- 3) **S 53°41'41" E**, for a distance of **50.00** feet, to the calculated northeasterly corner of the herein described parcel;
- 4) **S 36°18'19" W**, for a distance of **136.79** feet, to a calculated point in the northerly line of a proposed 0.391 acre Public Utility Easement (P.U.E.), for the southeasterly corner of the herein described parcel;

THENCE, continuing through the interior of said 87.431 acre tract, with the northerly line of said proposed P.U.E., the following two (2) courses:

- 5) **N 66°59'23" W**, for a distance of **72.35** feet, to a calculated angle point;
- 6) **N 63°14'17" W**, for a distance of **66.10** feet, to the calculated northwesterly corner of said proposed P.U.E., in said common boundary line of the 87.431 acre tract and said Lot 69, for the southwesterly corner of the herein described parcel;

County: Travis
Parcel: 9 Drainage Easement
Project: Kelly Lane

June 16, 2020
Page 2 of 6

- 7) **THENCE**, with said common boundary line, **N 26°32'22" E**, for a distance of **10.90** feet to the **POINT OF BEGINNING**, containing 0.275 acre, (11,966 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

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

3 AUG 2020

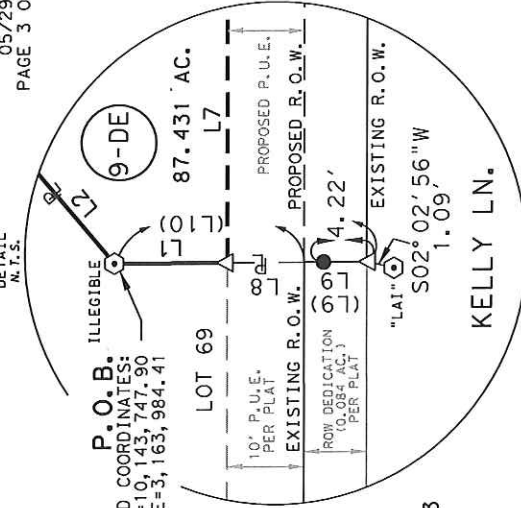
Date



PLAT TO ACCOMPANY PARCEL DESCRIPTION

05/29/20
PAGE 3 OF 6

DETAIL
N.T.S.



NO.	DIRECTION	DISTANCE
L1	N26°32'22"E	10.90'
L2	N76°27'40"E	135.60'
(L2)	(N79°21'09"E)	(135.41')
(L2)	(N76°39'05"E)	(135.41')
L3	N36°18'19"E	50.00'
L4	S53°41'41"E	50.00'
L5	S36°18'19"W	136.79'
L6	N66°59'23"W	72.35'
L7	N63°14'17"W	66.10'
L8	N26°32'22"E	10.90'
L9	N26°32'22"E	5.00'
(L9)	(N29°30'51"E)	(5.00')
(L10)	(N29°30'51"W)	(21.12')

PHILIP GOLDEN SURVEY NO. 17



BH PFLUGERVILLE GOLF, L.P.
(87.431 AC.)
EXHIBIT "A" ("A-3") TRACT 3
DOC. NO. 2010166280
O.P.R.T.C.T.

10' DRAINAGE EASEMENT PER PLAT

LOT 56 BLOCK 1
7.5' DRAINAGE EASEMENT PER PLAT

FAIRWAYS OF BLACKHAWK
PHASE VII
VOL. 92, PAGE 43-45
P.R.T.C.T.

DRAINAGE EASEMENT
0.35 AC.
DOC. NO. 2011124732
O.P.R.T.C.T.

20' WIDE UTILITY TEXAS UTILITIES ELECTRIC COMPANY VOL. 11588, PG. 568

LOT 69 GREENSPACE
0.275 AC.
11,966 SQ. FT.
PROPOSED P.U.E.

10' P.U.E. ROW DEDICATION (0.084 AC.) PER PLAT

EXISTING R.O.W.

KELLY LANE
(ROW WIDTH VARIES)

(N63°12'05"W 1821.16')

OSTENSIBLE SURVEY LINE

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

PARCEL 9-DE

COUNTY
TRAVIS

SCALE
1" = 50'

PROJECT
KELLY LANE

INLAND GEODETTICS
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

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, AFFECTS AS SHOWN.



PARCEL PLAT SHOWING PROPERTY OF

BH PFLUGERVILLE GOLF, L.P.SCALE
1" = 50'PROJECT
KELLY LANECOUNTY
TRAVIS**PARCEL 9-DE**

PLAT TO ACCOMPANY PARCEL DESCRIPTION

05/29/20
PAGE 5 OF 6

- 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.

PARCEL PLAT SHOWING PROPERTY OF

BH PFLUGERVILLE GOLF, L.P.

PARCEL 9-DE

SCALE
1" = 50'PROJECT
KELLY LANECOUNTY
TRAVIS

PLAT TO ACCOMPANY PARCEL DESCRIPTION

05/29/20
PAGE 6 OF 6

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
- 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 3 Aug 2020

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, TEXAS 78681



PARCEL PLAT SHOWING PROPERTY OF

BH PFLUGERVILLE GOLF, L.P.

PARCEL 9-DE

SCALE
1" = 50'PROJECT
KELLY LANECOUNTY
TRAVIS

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.

SPECIAL WARRANTY DEED

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

That **BH Pflugerville Golf, LP**, of the County of Travis, Texas, whose address is 902 Post Oak Street, Austin, TX 78704 ("Grantor"), for and in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid the **CITY OF PFLUGERVILLE, TEXAS**, a home-rule municipality located in Travis County, Texas ("Grantee"), whose mailing address is P.O. Box 589, Pflugerville, Travis County, Texas 78691, the receipt and sufficiency of which consideration are hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto, Grantee, the property depicted on Exhibit "A" attached hereto and incorporated herein by reference ("Property") subject to all of the reservations, exceptions and other matters set forth or referred to herein.

Reservations from Conveyance and Exceptions to Conveyance and Warranty: All matters of official record or visible and apparent on the ground, to the extent the same are valid, subsisting, and affect the Property; taxes for the current year (prorated as of the date of this deed), which Grantee assumes and agrees to pay, and subsequent tax assessments for the current year and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes; and all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the hereinabove described Property.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, and Grantee's successors or assigns, forever; and Grantor does hereby bind Grantor, and Grantor's successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof by, through or under Grantor, but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

No responsibility for validity of real estate title assumed by attorney preparing this instrument unless a written title opinion rendered.

Signature page to follow.

EXECUTED AND EFFECTIVE as of this ____ day of November, 2020.

GRANTOR:

BH Pflugerville Golf, LP

By:_____

THE STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

This instrument was acknowledged before me this ____ day of _____, 2020
by _____, of the BH Pflugerville Golf, LP, on behalf of said partnership.

Notary Public, State of Texas

Exhibit A.1

GRANTEE:

CITY OF PFLUGERVILLE, TEXAS,

a Texas home-rule municipality

By:_____

Sereniah Breland, City Manager

ATTEST:

Karen Thompson, City Secretary

THE STATE OF TEXAS §

§

COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 202__, 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)

After recordation please return to:

City of Pflugerville
Attn: Sereniah Breland, City Manager
P.O. Box 589
Pflugerville, Texas 78691

Exhibit A.1

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.

PUBLIC UTILITY EASEMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

GRANT OF EASEMENT:

BH Pflugerville Golf L.P. a Texas limited partnership, ("Grantor"), 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 exclusive easement and right-of-way ("Easement") upon and across the property of Grantor which is more particularly described on Exhibit "A", attached hereto and incorporated herein by reference ("Easement Property"). Grantor and Grantee may jointly be referred to by "the parties."

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below. 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.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. *Definitions.* For the purposes of this grant of Easement certain terms shall have the meanings that follow:
 - (a) "Holder" shall mean Grantee and Grantee's heirs, successors and assigns who at any time own any interest in the conveyance is subject to the terms of this agreement.
 - (b) "Permitted Improvements" shall mean landscaping or planting of vegetation, driveways and sidewalks; but shall not mean the

construction of a building or structure unless such installation or construction is approved in writing by the City Manager or the City Manager's designee.

- (c) "Public wastewater pipeline" shall mean a pipeline designed and operated to transport wastewater and its associated appurtenances.
 - (d) "Public water pipeline" shall mean a pipeline designed and operated to transport water and its associated appurtenances.
 - (e) "Buffer" shall provide a buffer for the Wastewater Treatment Plant located on Grantee's property and Grantor agrees that no permanent structures, buildings or other improvements shall be constructed, placed or located within the Easement Property.
2. *Character of Easement.* The Easement granted herein is "in gross," in that there is no "Benefitted Property." Nevertheless, the Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof. The Easement rights of use granted herein is irrevocable. The Easement is for the benefit of Holder.

1. *Purpose of Easement.* The Easement shall be used for public wastewater, and water utility purposes, including placement, construction, installation, replacement, repair, maintenance, relocation, removal, and operation of public water/wastewater pipelines and related appurtenances, or making connections thereto (hereinafter collectively "Facilities"). The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, replacement and expansion of the Facilities. The Easement also provides a buffer for the Wastewater Treatment Plant located on Grantee's property and Grantor agrees that no permanent or temporary structures, buildings or other improvements shall be constructed, placed or located within the Easement Property. Within said easement, Grantee reserves the right to change the grade and/or construct any necessary berms to provide adequate drainage from and protection of the wastewater treatment plant facilities.

3. *Term.* Easement shall be in perpetuity unless relinquished or abandoned by ordinance or resolution by Grantee.
4. *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 Holder for the Easement Purpose. Grantor shall not construct any building, structure or obstruction on the Easement Property. Any improvement made by Grantor (Permitted Improvement)

must comply with applicable ordinances, development codes, and engineering guidelines of the City of Pflugerville. Grantor shall obtain Holder's permission prior to the start of constructing Permitted Improvements. Grantor shall not construct any fencing or gating on the Easement Property without Holder's permission.

5. *Improvement and Maintenance of Easement Property.* Subject to the provisions of Section 7, immediately below, improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property. Holder has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences or other encroachments within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities. Holder shall not be required to repair or replace to their original condition any landscaping, driveways, parking areas, or Permitted Improvement on the Easement Property that are damaged in connection with the placement, construction, installation, replacement, repair, maintenance, relocation, removal, and operation of the Facilities.
6. *Maintenance of Surface Easement Property/Permitted Improvements.* Notwithstanding any contrary provision, Grantor shall retain the obligation to regularly mow or cut back vegetation and to keep the surface of the Easement Property free of litter, debris, or trash.
7. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.
8. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

9. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.
10. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.
11. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.
12. *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.
13. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.
14. *Legal Construction.* Any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.
15. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

16. *Recitals/Exhibits.* Any recitals in this agreement are represented by the parties to be accurate and constitute a part of the substantive agreement. All exhibits referenced herein are attached hereto and incorporated by reference herein for all purposes.

17. *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.

18. *Assignability.* The Easement may be assigned by Grantee, its successors or assigns, without the prior written consent of Grantor.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____ 20__.

GRANTOR:

By: _____

Exhibit B.1

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, a Notary Public, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his oath stated that he is authorized to execute such instrument; and that said instrument is executed as the free and voluntary act and deed for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____ 20__.

(seal)

Notary Public Signature

GRANTEE:

AGREED AND ACCEPTED:

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

By: _____
Sereniah Breland, City Manager

ATTEST:

Karen Thompson, City Secretary

THE STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

This instrument was acknowledged before me on _____,
20____, by Sereniah Breland, City Manager of the City of Pflugerville, Texas, a Texas
home-rule municipality, on behalf of said municipality.

Exhibit B.1

Notary Public Signature

(seal)

AFTER RECORDING, RETURN TO:

City of Pflugerville
Attn.: Emily Barron, Planning Director
Development Services Center
P.O. Box 589
Pflugerville, Texas 78691

EXHIBIT “B”

Exhibit B.1

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, 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 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.

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 _____, 20__.

GRANTOR: BH Pflugerville Golf L.P. a Texas limited partnership

By:_____

Title:_____

THE STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20__, by _____, as _____ of the **BH Pflugerville Golf L.P. a Texas limited partnership.**

Notary Public Signature

(seal)

Exhibit C.1

AGREED AND ACCEPTED:

By: _____

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

By:_____

Sereniah Breland, City Manager

ATTEST:

Karen Thompson, City Secretary

THE STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20__, 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)

Exhibit C.1