

**UNIMPROVED PROPERTY CONTRACT**

NOTICE: Not For Use For Condominium Transactions

1. **PARTIES:** The parties to this contract are Continental Homes of Texas, L.P. (Seller) and City of Pflugerville, Texas (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. **PROPERTY:** Lot N/A, Block N/A, certain tracts of land and easement interests located in Thomas G. Stewart Survey No. 6, Abs. 689, in the City of Pflugerville, County of Travis, Texas, known as fee and easement tracts relating to the Heatherwilde Blvd. Widening Project (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships (the Property).

**3. SALES PRICE:**

- A. Cash portion of Sales Price payable by Buyer at closing ..... \$ 62,745.00  
 B. Sum of all financing described below (excluding any loan funding fee or mortgage insurance premium) ..... \$ 0.00  
 C. Sales Price (Sum of A and B) ..... \$ 62,745.00

~~4. **FINANCING (Not for use with reverse mortgage financing):** The portion of Sales Price not payable in cash will be paid as follows: (Check applicable boxes below)~~

~~☐ A. **THIRD PARTY FINANCING:** One or more third party mortgage loans in the total amount of \$ \_\_\_\_\_ (excluding any loan funding fee or mortgage insurance premium).~~

~~(1) Property Approval: If the Property does not satisfy the lenders' underwriting requirements for the loan(s) (including, but not limited to appraisal, insurability and lender required repairs), Buyer may terminate this contract by giving notice to Seller prior to closing and the earnest money will be refunded to Buyer.~~

~~(2) Credit Approval: (Check one box only)~~

~~☐ (a) This contract is subject to Buyer being approved for the financing described in the attached Third Party Financing Addendum for Credit Approval.~~

~~☐ (b) This contract is not subject to Buyer being approved for financing and does not involve FHA or VA financing.~~

~~☐ B. **ASSUMPTION:** The assumption of the unpaid principal balance of one or more promissory notes described in the attached TREC Loan Assumption Addendum.~~

~~☐ C. **SELLER FINANCING:** A promissory note from Buyer to Seller of \$ \_\_\_\_\_, secured by vendor's and deed of trust liens, and containing the terms and conditions described in the attached TREC Seller Financing Addendum. If an owner policy of title insurance is furnished, Buyer shall furnish Seller with a mortgagee policy of title insurance.~~

~~5. **EARNEST MONEY:** Upon execution of contract by all parties, Buyer shall deposit \$ \_\_\_\_\_ as earnest money with \_\_\_\_\_ as escrow agent, at \_\_\_\_\_ (address). Buyer shall deposit additional earnest money of \$ \_\_\_\_\_ with escrow agent within \_\_\_\_\_ days after the effective date of this contract. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default.~~

**6. TITLE POLICY AND SURVEY:**

A. **TITLE POLICY:** Seller shall furnish to Buyer at ☐ Seller's ☒ Buyer's expense an owner's policy of title insurance (Title Policy) issued by Independence Title Company

(Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:

(1) Restrictive covenants common to the platted subdivision in which the Property is located.

(2) The standard printed exception for standby fees, taxes and assessments.

(3) Liens created as part of the financing described in Paragraph 4.

(4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.

(5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.

(6) The standard printed exception as to marital rights.

(7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.

(8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements: ☐ (i) will not be amended or deleted from the title policy; ☒ (ii) will be amended to read, "shortages in area" at the expense of ☒ Buyer ☐ Seller.

Initialed for identification by Buyer \_\_\_\_\_ and Seller \_\_\_\_\_

TREC NO. 9-11

B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Buyer may obtain, at its expense a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If, due to factors beyond Seller's control, the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)

☐ (1) Within \_\_\_\_\_ days after the effective date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at ☐ Seller's ☐ Buyer's expense no later than 3 days prior to Closing Date.

☒ (2) Within 15 days after the effective date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.

☐ (3) Within \_\_\_\_\_ days after the effective date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (8) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity: right of way expansion or support

Buyer must object the earlier of (i) the Closing Date or (ii) 5 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller may cure the timely objections of Buyer or any third party lender within 15 days after Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured within such 15 day period, this contract will terminate and the earnest money will be refunded to Buyer unless Buyer waives the objections.

E. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property ☒ is ☐ is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk.

~~You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.~~

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

**If Buyer is concerned about these matters, the TREC promulgated Addendum for**

(Address of Property)

**Property Subject to Mandatory Membership in a Property Owners Association should be used.**

- (3) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.
- (8) **TEXAS AGRICULTURAL DEVELOPMENT DISTRICT:** The Property ☐ is ☒ is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) **TRANSFER FEES:** If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (10) **PROPANE GAS SYSTEM SERVICE AREA:** If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.

**7. PROPERTY CONDITION:**

- A. **ACCESS, INSPECTIONS AND UTILITIES:** Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

**NOTICE:** Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

- B. **ACCEPTANCE OF PROPERTY CONDITION:** "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- ☒ (1) Buyer accepts the Property As Is.  
☐ (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the

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TREC NO. 9-11

following specific repairs and treatments: N/A

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

~~C. COMPLETION OF REPAIRS: Unless otherwise agreed in writing, (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.~~

D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

~~E. SELLER'S DISCLOSURES: Except as otherwise disclosed in this contract, Seller has no knowledge of the following:~~

- (1) any flooding of the Property which has had a material adverse effect on the use of the Property;
- (2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
- (3) any environmental hazards that materially and adversely affect the Property;
- (4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
- (5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
- (6) any threatened or endangered species or their habitat affecting the Property.

8. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. **CLOSING:**

A. The closing of the sale will be on or before \_\_\_\_\_, 20\_\_\_\_, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

- (1) Seller shall execute and deliver a special warranty deed and a slope easement agreement, ~~Buyer and~~ showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
- (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.

in the forms attached as Exhibits B and C,

10. **POSSESSION:**

A. Buyer's Possession: Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

B. Leases:

- (1) After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent.
- (2) If the Property is subject to any lease to which Seller is a party, Seller shall deliver to Buyer copies of the lease(s) and any move-in condition form signed by the tenant within 7 days after the Effective Date of the contract.

11. **SPECIAL PROVISIONS:** (Insert only factual statements and business details applicable to the sale. TREC rules prohibit licensees from adding factual statements or business details for which a contract addendum or other form has been promulgated by TREC for mandatory use.)

See Addendum to Unimproved Property Contract attached hereto.

**12. SETTLEMENT AND OTHER EXPENSES:**

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

~~Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.~~

(b) Seller shall also pay an amount not to exceed \$\_\_\_\_\_ to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; adjusted origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

**13. PRORATIONS AND ROLLBACK TAXES:**A. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. ~~If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the proration when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.~~B. ROLLBACK TAXES: ~~If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Seller's change in use of the Property prior to closing or denial of a special use valuation on the Property claimed by Seller results in Assessments for periods prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.~~**14. CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.**15. DEFAULT:** ~~If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.~~**16. MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.**17. ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.**18. ESCROW:**

A. ESCROW: The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.

(Address of Property)

- B. **EXPENSES:** ~~At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.~~
- C. **DEMAND:** ~~Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.~~
- D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for liquidated damages in an amount equal to the sum of: (i) three times the amount of the earnest money; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. **NOTICES:** Escrow agent's notices will be effective when sent in compliance with Paragraph 21. ~~Notice of objection to the demand will be deemed effective upon receipt by escrow agent.~~
19. **REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
20. **FEDERAL TAX REQUIREMENTS:** If Seller is a "foreign person," as defined by applicable law, or if Seller fails to deliver an affidavit to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.
21. **NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile or electronic transmission as follows:

**To Buyer at:** City of PflugervilleAttn: Brandon Wade, City Manager  
100 East Main Street

Pflugerville, TX 78660

Telephone: (512) 990-6101

Facsimile: (512) 990-4364

E-mail: brandonw@pflugervilletx.gov

**To Seller at:** Continental Homes of Texas L.P.Attn: Richard N. Maier  
10700 Pecan Park Blvd., Ste. 400

Austin, TX 78750

Telephone: (512) 533-1425

Facsimile: (512) 533-1429

E-mail: rnmaier@drhorton.com

22. **AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- ☐ Third Party Financing Addendum for Credit Approval
- ☐ Seller Financing Addendum
- ☐ Addendum for Property Subject to Mandatory Membership in a Property Owners Association
- ☐ Buyer's Temporary Residential Lease
- ☐ Seller's Temporary Residential Lease
- ☐ Addendum for Reservation of Oil, Gas and Other Minerals
- ☐ Addendum for "Back-Up" Contract

- ☐ Addendum for Coastal Area Property
- ☐ Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
- ☐ Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- ☐ Addendum for Sale of Other Property by Buyer
- ☐ Addendum for Property in a Propane Gas System Service Area
- ☒ Other (list): Addendum to Unimproved Property Contract

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TREC NO. 9-11

**23. ~~TERMINATION OPTION.~~** For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$\_\_\_\_\_ (Option Fee) which Seller or Listing Broker must receive within 3 days after the effective date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within \_\_\_\_\_ days after the effective date of this contract (Option Period). If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee ☐ will ☐ will not be credited to the Sales Price at closing. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

**24. CONSULT AN ATTORNEY BEFORE SIGNING:** TREC rules prohibit real estate licensees from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: George E. Hyde, Esq.  
Denton Navarro Rocha Bernal Hyde & Zech, P.C.  
2500 W. William Cannon, Ste. 609

Austin, TX 78745

Telephone: (512) 279-6431

Facsimile: (512) 279-6438

E-mail: george.hyde@rampage-aus.com

Seller's Attorney is: Jackson Walker L.L.P.

Attn: Timothy C. Taylor

100 Congress Avenue, Ste. 1100

Austin, TX 78701

Telephone: (512) 236-2390

Facsimile: (512) 391-2150

E-mail: ttaylor@jw.com

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ~~(EFFECTIVE DATE).~~  
~~(BROKER, FILL IN THE DATE OF FINAL ACCEPTANCE.)~~

City of Pflugerville

Buyer

Buyer

Continental Homes of Texas, L.P.  
(a Texas limited partnership)

By: CHTEX of Texas, Inc.  
(a Delaware corporation)  
Its General Partner

By: [Signature]  
Mark Ferguson, Division President

By: [Signature]  
Richard Maier, Vice President

The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 9-11. This form replaces TREC NO. 9-10.

**BROKER INFORMATION**  
(Print name(s) only. Do not sign)

Other Broker Firm \_\_\_\_\_ License No. \_\_\_\_\_  
represents ☐ Buyer only as Buyer's agent  
☐ Seller as Listing Broker's subagent

Listing Broker Firm \_\_\_\_\_ License No. \_\_\_\_\_  
represents ☐ Seller and Buyer as an intermediary  
☐ Seller only as Seller's agent

Name of Associate's Licensed Supervisor \_\_\_\_\_ Telephone \_\_\_\_\_

Name of Associate's Licensed Supervisor \_\_\_\_\_ Telephone \_\_\_\_\_

Associate's Name \_\_\_\_\_ Telephone \_\_\_\_\_

Listing Associate's Name \_\_\_\_\_ Telephone \_\_\_\_\_

Other Broker's Address \_\_\_\_\_ Facsimile \_\_\_\_\_

Listing Broker's Office Address \_\_\_\_\_ Facsimile \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Associate's Email Address \_\_\_\_\_

Listing Associate's Email Address \_\_\_\_\_

Selling Associate's Name \_\_\_\_\_ Telephone \_\_\_\_\_

Name of Selling Associate's Licensed Supervisor \_\_\_\_\_ Telephone \_\_\_\_\_

Selling Associate's Office Address \_\_\_\_\_ Facsimile \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Selling Associate's Email Address \_\_\_\_\_

Listing Broker has agreed to pay Other Broker \_\_\_\_\_ of the total sales price when the Listing Broker's fee is received. Escrow agent is authorized and directed to pay other Broker from Listing Broker's fee at closing.

**OPTION FEE RECEIPT**

Receipt of \$ \_\_\_\_\_ (Option Fee) in the form of \_\_\_\_\_ is acknowledged.

Seller or Listing Broker \_\_\_\_\_

Date \_\_\_\_\_

**CONTRACT AND EARNEST MONEY RECEIPT**

Receipt of ☐ Contract and ☐ \$ \_\_\_\_\_ Earnest Money in the form of \_\_\_\_\_ is acknowledged.

Escrow Agent: \_\_\_\_\_ Date: \_\_\_\_\_

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

Address \_\_\_\_\_ Email Address \_\_\_\_\_ Telephone (\_\_\_\_\_) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Facsimile: (\_\_\_\_\_) \_\_\_\_\_



**CONTINENTAL HOMES OF TEXAS, L.P.**  
**ADDENDUM TO UNIMPROVED PROPERTY CONTRACT**

THIS ADDENDUM TO UNIMPROVED PROPERTY CONTRACT (this "*Addendum*") is made by and between **Continental Homes of Texas, L.P.**, a Texas limited partnership, doing business as D. R. Horton ~ America's Builder ("*Seller*") and **City of Pflugerville**, a municipality of the State of Texas ("*Buyer*"). Seller and Buyer agree as follows:

1. **Base Contract.** Seller and Buyer have entered into that certain Unimproved Property Contract (the "*Base Contract*") dated the same date as this Addendum and to which this Addendum is attached. The Base Contract provides for Seller's sale to Buyer of certain tracts of land and easement interests located out of the THOMAS G. STEWART SURVEY NO. 6, ABSTRACT NO. 689, in Travis County, Texas, as more particularly described in Exhibit "A" attached hereto and incorporated into the Base Contract for all purposes. This Addendum is hereby incorporated into and made a part of the Base Contract. The Base Contract, this Addendum, and all exhibits, are hereinafter collectively called the "*Contract*". If any provision of this Addendum conflicts with any provision of the Base Contract, then the provision of this Addendum shall govern and control. Capitalized terms used in this Addendum and not defined herein shall have the same meaning given such terms in the Base Contract.

2. **Sales Price.** Buyer and Seller agree that the Sales Price is allocated among the tracts of land and interests constituting the Property, as follows: (i) the amount of FIFTY THOUSAND SIX HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$50,625.00) shall be payable by Buyer to Seller for conveyance of the fee interest in and to Tract 1, Tract 2, and Tract 3; and (ii) the amount of TWELVE THOUSAND ONE HUNDRED TWENTY AND NO/100 DOLLARS (\$12,120.00) shall be payable by Buyer to Seller for the grant and conveyance of an easement interest in and to Tract 4, Tract 5, and Tract 6.

3. **Conditional Offer.** Pursuant to Pflugerville City Charter Section 3.14, Buyer's obligation to buy the Property (or any portion thereof) is conditional and shall not be effective until the Contract and the transactions contemplated therein are approved by the City Council. The date on which the City Council approves the Contract and the transactions contemplated herein shall be referred to as the "*City Approval Date*". If the City Approval Date has not occurred within one hundred eighty (180) days following the date of Corporate Approval (defined below), then this Contract shall automatically terminate and the parties shall have no further rights, duties or obligations hereunder (other than those that expressly survive termination).

4. **Closing.** Paragraph 9.A of the Base Contract is amended to state that the closing of the sale of the Property shall be on or before the fifteenth (15<sup>th</sup>) day following the later of (i) the date of Corporate Approval; or (ii) the City Approval Date.

5. **Special Warranty Deed.** The conveyance of fee title in and to Tract 1, Tract 2, and Tract 3 shall be made by a special warranty deed in substantially the form attached hereto as Exhibit "B" and made a part hereof and of the Contract for all purposes (the "*Deed*"). The only warranty, either expressed or implied, that shall be made by Seller to Buyer in connection with the sale and conveyance of Tract 1, Tract 2, and Tract 3, is the special warranty of title that shall be contained in and made pursuant to the Deed.

6. **Slope Easement.** The conveyance of the easement interests in and to Tract 4, Tract 5, and Tract 6 shall be made by a slope easement agreement in substantially the form attached hereto as Exhibit "C" and made a part hereof and of the Contract for all purposes (the "*Slope Easement*"). The only warranty, either expressed or implied, that shall be made by Seller to Buyer in connection with the easement interests in and to Tract 4, Tract 5, and Tract 6, is the special warranty of title that shall be contained in and made pursuant to the Slope Easement.

7. **PROPERTY SOLD AS IS, WHERE IS, AND WITH ALL FAULTS.** As a material inducement to Seller to enter into this Contract and to sell and convey to Buyer the fee and easement interests in and to the Property subject to the terms of this Contract and at the Sales Price stated herein, Seller and Buyer agree as follows:

**DISCLAIMER OF WARRANTIES.** Seller hereby specifically disclaims any warranty, guaranty, promise, covenant, agreement, or representation of any kind or character, oral or written, past, present or future, of, as to, or concerning: (i) the nature and condition of the Property, including, without limitation, (a) the water, soil and geology, the suitability thereof and/or of the Property for any and all activities and uses which Buyer may elect to conduct, (b) the manner or quality of the construction or materials, if any, incorporated into the Property and/or the manner, quality, state of repair or lack of repair of the Property or any improvements thereon or related thereto, and (c) the existence of any environmental hazards or conditions (including but not limited to the presence of hazardous substances or hazardous materials of any type and/or above or below ground storage tanks, and/or pipelines) at, on, under, or near the Property or compliance with any applicable environmental laws or other applicable laws of any kind; (ii) the nature and extent of any right-of-way, lease, possession, encumbrance, license, reservation, or other condition concerning the Property; (iii) the value of the Property and/or the income or profits which may or may not be derived from the Property, or any potential appreciation in value or the resale value of the Property; (iv) the existence, applicability, availability, validity, or enforceability of any entitlements or development rights related to or appurtenant to the Property; and (v) the compliance of the Property or its operation with any laws, ordinances, or regulations of any governmental authority or agency, including without limitation any environmental laws and/or any land use laws or the compliance of the Property or its operation with any development agreements, covenants, conditions, or restrictions, or any other agreements or arrangements related to the development, use, or operation of the Property. The sale of the Property is made on an "AS IS", "WHERE IS" AND "WITH ALL FAULTS" basis, and Buyer expressly acknowledges that Seller makes no warranty or representation, express or implied, or arising by operation of law, including, but not limited to, any warranty of condition, title (other than the special warranty of title with respect to the Property), habitability, merchantability, suitability or fitness for a particular purpose with respect to the Property or any portion thereof. Seller has no obligation to make repairs, replacements or improvements to the Property, or to pay any fees, costs or expenses related to the Property, or for any other liability or obligation with respect to the Property (except for any taxes or assessments to be paid by Seller at or after Closing as expressly set forth in this Contract). This disclaimer shall survive Closing and the execution and delivery of the Deed and Slope Easement.

8. **Default and Remedies.** Paragraph 15 of the Base Contract is hereby deleted and amended and restated in its entirety as follows:

(a) **Seller's Remedies.** If Buyer breaches any term of this Contract, Seller shall be entitled, as Seller's sole and exclusive remedy, to either (i) waive the contractual obligations of Buyer in writing; or (ii) terminate this Contract, in which event the parties shall be released from this Contract and have no further rights, obligations, or responsibilities hereunder, except for any covenants or obligations which expressly survive termination of this Contract.

(b) **Buyer's Remedies.** If Seller defaults in performing Seller's obligations under the Contract for a reason other than Buyer's default, Buyer shall be entitled, as Buyer's sole and exclusive remedy, to either (i) waive the contractual obligations of Seller and proceed to Closing (and closing by Buyer hereunder shall be deemed Buyer's waiver of any and all Seller defaults), or (ii) terminate this Contract, in which event the parties shall be released from this Contract and have no further rights, obligations, or responsibilities hereunder, except for any covenants or obligations which expressly survive any termination of this Contract.

9. **Eligibility Certification.** Seller certifies that, to Seller's current actual knowledge, Seller meets all requirements to contract with Buyer as provided by Chapter 38 of the City's Code of Ordinances. Seller certifies that the individual or business entity named in the Base Contract is not ineligible to receive the award of or payment under the Contract and acknowledges that the Contract may

be terminated and payment withheld if such certification is inaccurate. Pursuant to Chapter 38, of the City's Code or Ordinances, Seller agrees that any payments owing to Seller under the Contract may be applied directly toward any debt or delinquency that Seller owes Buyer or any political subdivision of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

10. **Notices.** In addition to the address for notices set forth in Paragraph 21 of the Contract, copies of all notices to Seller shall also be sent to the following:

If to Seller, copies to: D.R. Horton, Inc.  
Attn: Mr. Rick Horton  
Les Brannon, Esq.  
4306 Miller Road, Suite A  
Rowlett, Texas 75088

D.R. Horton, Inc.  
Attn: James C. Ilkenhans, Esq.  
4306 Miller Road, Suite A  
Rowlett, Texas 75088

11. **Miscellaneous.** The Base Contract, together with this Addendum and any other addenda and/or exhibits attached to the Contract, embody the entire agreement between Buyer and Seller relative to the subject matter, and there are no oral or written agreements between the parties, nor any representations made by either party relative to the subject matter, which are not expressly set forth in the Contract. This Contract shall bind and inure to the benefit of Seller and Buyer and their respective heirs, executors, administrators, personal and legal representatives, successors and assigns. Should the date for the giving of any notice, the performance of any act, or the beginning or end of any period provided for herein fall on a Saturday, Sunday or other legal holiday, such date shall be extended to the next succeeding business day which is not a Saturday, Sunday or legal holiday.

12. **Multiple Counterparts; Faxes & Electronic Scans.** This Addendum and the Base Contract may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Buyer and Seller further agree that the Contract may be transmitted by facsimile machine or by electronic scanning and email, and the parties intend that faxed or scanned signatures shall constitute original signatures. A facsimile copy or electronically scanned copy of this Contract with the signature, original, faxed, or scanned, of all of the parties shall be binding on the parties. The parties acknowledge and agree that execution of this Contract or any amendment to this Contract by an Authorized Officer for the purpose of Corporate Approval may be accomplished by electronic signature utilizing DocuSign or any similar technology.

13. **Corporate Approval.** NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, NEITHER THIS CONTRACT NOR ANY AMENDMENT HERETO SHALL BE A VALID AND ENFORCEABLE OBLIGATION OF SELLER UNLESS THE CONTRACT OR AMENDMENT IS EXECUTED BY EITHER ONE OF DONALD R. HORTON, DAVID V. AULD, BILL W. WHEAT, OR MICHAEL J. MURRAY, EACH AN OFFICER OF SELLER'S GENERAL PARTNER (THE "*AUTHORIZED OFFICERS*"), WITHIN THIRTY (30) DAYS AFTER THE EXECUTION OF THIS CONTRACT OR AMENDMENT BY SELLER AND SELLER'S REPRESENTATIVES. Such approval by an Authorized Officer is referred to as "*Corporate Approval*".

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXECUTED BY BUYER this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

BUYER:

**City of Pflugerville**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

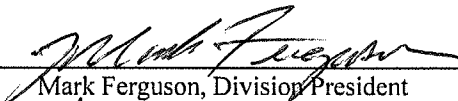
EXECUTED BY SELLER this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

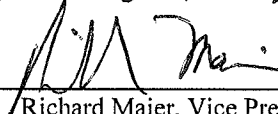
SELLER:

**Continental Homes of Texas, L.P.**

(a Texas limited partnership)

By: CHTEX of Texas, Inc.  
(a Delaware corporation)  
*Its General Partner*

By:   
Mark Ferguson, Division President

By:   
Richard Maier, Vice President

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[SELLER'S CORPORATE APPROVAL ON FOLLOWING PAGE]

CORPORATE APPROVAL

Executed by Seller pursuant to Section 13 of this Addendum on June 5, 2015.

SELLER – CORPORATE APPROVAL:

**Continental Homes of Texas, L.P.**  
(a Texas limited partnership)

By: CHTEX of Texas, Inc.  
(a Delaware corporation)  
*Its General Partner*

By:   
Name: **Michael J. Murray**  
Title: **Chief Operating Officer**

## EXHIBIT "A"

The term "*Property*" shall mean and refer to the following tracts or parcels of land:

Tract 1: That certain 1.060 acre (46,162 square feet) tract of land situated in the Thomas G. Stewart Survey No. 6, Abstract No. 689, Travis County, Texas, and being a portion of a called 1.56 acre tract described in a Special Warranty Deed to Continental Homes of Texas, L.P., recorded in Document No. 2012033587 of the Official Public Records of Travis County, Texas, said 1.060 acre tract being more particularly described in Exhibit "A-1" attached hereto and made a part hereof.

Tract 2: That certain 0.032 acre (1,404 square feet) tract of land situated in the Thomas G. Stewart Survey No. 6, Abstract No. 689, Travis County, Texas, and being a portion of Lot 19, Block L, of Highland Park Phase C, Section 2A Subdivision, a subdivision according to the plat of record in Document No. 200600206 of the Plat Records of Travis County, Texas, said 0.032 acre tract being more particularly described in Exhibit "A-2" attached hereto and made a part hereof.

Tract 3: That certain 0.036 acre (1,584 square feet) tract of land situated in the Thomas G. Stewart Survey No. 6, Abstract No. 689, Travis County, Texas, and being a portion of a called 0.05 acre tract described in Exhibit A to a Special Warranty Deed to Continental Homes of Texas, L.P., recorded in Document No. 2012033587 of the Official Public Records of Travis County, Texas, said 0.036 acre tract being more particularly described in Exhibit "A-3" attached hereto and made a part hereof.

Tract 4: That certain 0.020 acre (886 square feet) tract of land situated in the Thomas G. Stewart Survey No. 6, Abstract No. 689, Travis County, Texas, and being a portion of two tracts – a called 0.05 acre tract described in Exhibit A to a Special Warranty Deed to Continental Homes of Texas, L.P., recorded in Document No. 2012033587, and a 35.92 acre tract described in a Special Warranty Deed to Continental Homes of Texas, L.P., recorded in Document No. 2007122920, both of the Official Public Records of Travis County, Texas, said 0.020 acre tract being more particularly described in Exhibit "A-4" attached hereto and made a part hereof.

Tract 5: That certain 0.582 acre (25,353 square feet) tract of land situated in the Thomas G. Stewart Survey No. 6, Abstract No. 689, Travis County, Texas, and being a portion of two tracts – a called 1.56 acre tract described in a Special Warranty Deed to Continental Homes of Texas, L.P., recorded in Document No. 2012033587, and a 35.92 acre tract described in a Special Warranty Deed to Continental Homes of Texas, L.P., recorded in Document No. 2007122920, both of the Official Public Records of Travis County, Texas, said 0.582 acre tract being more particularly described in Exhibit "A-5" attached hereto and made a part hereof.

Tract 6: That certain 0.073 acre (3,180 square feet) tract of land situated in the Thomas G. Stewart Survey No. 6, Abstract No. 689, Travis County, Texas, and being a portion of Lots 1 and 19, Block L, Highland Park Phase C, Section 2A Subdivision, a subdivision according to the plat of record in Document No. 200600206 of the Plat Records of Travis County, Texas, said 0.073 acre tract being more particularly described in Exhibit "A-6" attached hereto and made a part hereof.

EXHIBIT "A-1"

County: Travis  
Parcel No.: CONT-T4—ROW  
Project: Heatherwilde Blvd Roadway Improvements  
Half AVO: 26890

Page 1 of 7  
3/24/2015

DESCRIPTION FOR CONTINENTAL HOMES OF TEXAS, L.P. TRACT—  
RIGHT-OF-WAY ACQUISITION

BEING A 1.060 ACRES (46,162 SQUARE FEET) TRACT SITUATED IN THE THOMAS G. STEWART SURVEY NO. 6, ABSTRACT NO. 689, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 1.56 ACRES TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO CONTINENTAL HOMES OF TEXAS, L.P., AND RECORDED IN DOCUMENT NO. 2012033587 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at the intersection of the southeast right-of-way line of Heatherwilde Boulevard, a varying width right-of-way, with the northeast line of a 38.882 acres tract described as Exhibit A, Parcel No.2 Part Five, in a Special Warranty Deed to the State of Texas, and recorded in Volume 11339, Page 2005 of the Deed Records of Travis County, Texas, said 38.882 acres tract being the former right-of-way of the Missouri-Kansas (MO-KAN) Railroad, for the southwest corner of said 1.56 acres tract;

**THENCE** with said southeast right-of-way line of Heatherwilde Boulevard, same being the northwest line of said 1.56 acres tract, the following two (2) courses and distances:

1. N27°22'14"E, passing at a distance of 5.11 feet a 1/2-inch iron rod found, and continuing in all a distance of 898.16 feet to a 1/2-inch iron rod found, and
2. N27°09'21"E a distance of 315.25 feet to a point being the northwest corner of said 1.56 acres tract, same being the southwest corner of a 30-foot wide tract dedicated as right-of-way according to the plat of Highland Park Phase C, Section 2A, a subdivision according to the plat of record in Document No. 200600206 of said Official Public Records of Travis County, Texas, and also being an angle point in said southeast right-of-way line of Heatherwilde Blvd;

**THENCE** with said southeast right-of-way line of Heatherwilde Blvd, same being the northeast line of said 1.56 acres tract, S62°42'55"E, passing at a distance of 0.16 feet a 1/2-inch iron rod found with plastic cap stamped "CS LTD.", and continuing in all a distance of 29.86 feet to a 1/2-inch iron rod found for a non-tangent point of curvature to the right in said northeast line of the 1.56 acres tract, same being the intersection of said southeast right-of-way line of Heatherwilde Blvd with the south right-of-way line of Cane River Road, a varying width right-of-way according to said Highland Park Phase C, Section 2A;

EXHIBIT "A-1"

County: Travis  
Parcel No.: CONT-T4—ROW  
Project: Heatherwilde Blvd Roadway Improvements  
Half AVO: 26890

Page 2 of 7  
3/24/2015

DESCRIPTION FOR CONTINENTAL HOMES OF TEXAS, L.P. TRACT—  
RIGHT-OF-WAY ACQUISITION

**THENCE** with said northeast line of the 1.56 acres tract, same being said south right-of-way line of Cane River Road, with the arc of a curve to the right a distance of 36.84 feet, said curve having a radius of 25.00 feet, a central angle of 84°25'20", and a chord bearing N69°29'45"E a distance of 33.59 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set, and from which a 1/2-inch iron rod found for the northeast corner of said 1.56 acres tract, same being a point of tangency in said south right-of-way line of Cane River Road, bears with the arc of a curve to the right a distance of 2.43 feet, said curve having a radius of 25.00 feet, a central angle of 5°34'40", and a chord bearing S65°30'15"E a distance of 2.43 feet;

**THENCE** leaving said south right-of-way line of Cane River Road and said north line of the 1.56 acres tract, crossing said 1.56 acres tract the following three (3) courses and distances:

1. S64°11'25"W a distance of 23.71 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set,
2. S27°31'09"W a distance of 795.21 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set, and
3. S11°51'27"E a distance of 31.56 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set in the east line of said 1.56 acres tract, same being the west line of said 35.92 acres tract;

**THENCE** with said east line of the 1.56 acres tract and said west line of the 35.92 acres tract, S27°17'05"W a distance of 91.00 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set, and from which a 1/2-inch iron rod with plastic cap stamped "CS LTD" found for the west corner of said 35.92 acres tract, same being the north corner of a called 75.38 acres tract described in a General Warranty Deed to the City of Pflugerville and recorded in Document No. 2010016485, said Official Public Records of Travis County, Texas, bears S27°17'05"W a distance of 55.13 feet;

**THENCE** leaving said west line of the 35.92 acres tract and said east line of the 1.56 acres tract, crossing said 1.56 acres tract the following two (2) courses and distances:

1. S67°10'16"W a distance of 31.96 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set, and
2. S27°31'09"W a distance of 311.40 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set in said northeast line of the MO-KAN, same being the south line of said 1.56 acres tract;



EXHIBIT "A-1"

County: Travis  
Parcel No.: CONT-T4—ROW  
Project: Heatherwilde Blvd Roadway Improvements  
Half AVO: 26890

Page 3 of 7  
3/24/2015

DESCRIPTION FOR CONTINENTAL HOMES OF TEXAS, L.P. TRACT—  
RIGHT-OF-WAY ACQUISITION

**THENCE** with said northeast line of the MO-KAN and said south line of the 1.56 acres tract, the following two (2) courses and distances:

1. with the arc of a curve to the left a distance of 3.37 feet, said curve having a radius of 5,780.00 feet, a central angle of 00°02'00", and a chord bearing N23°44'57"W a distance of 3.37 feet to a point of tangency, and
2. N23°45'57"W a distance of 40.00 feet to said **POINT OF BEGINNING** and containing 1.060 acres (46,162 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.

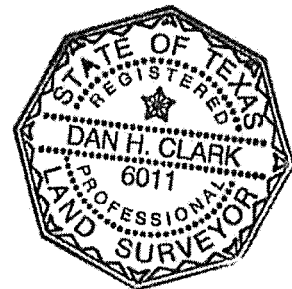
Registered Professional Land Surveyor

Texas Registration No. 6011

Half Associates, Inc.,

4030 W. Braker Ln, Suite 450, Austin, Texas 78759, 512-252-8184

3/24/2015  
Date



SKETCH TO ACCOMPANY  
PARCEL DESCRIPTIONPAGE 4 OF 7  
3/24/2015

RADY FAMILY TRUST  
PARCEL 5 - EXHIBIT "A-2"  
(9.26 ACRES)  
VOL. 12328, PG. 182  
D.R.T.C.T.

HEATHERWILDE BLVD.  
(VARYING WIDTH R.O.W.)

MATCHLINE "A" SEE SHEET 5

PROPOSED  
R.O.W. ACQUISITION  
46,162 SQ. FT.  
1.060 AC.

0 25 50 75 100  
SCALE: 1"=50'

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

CONTINENTAL HOMES OF TEXAS, L.P.  
(11.56 ACRES)  
DOC# 2012033587  
O.P.R.T.C.T.

EXISTING 30'  
ELECTRIC EASEMENT  
VOL. 10758, PG. 0160 R.P.R.T.C.T.

CITY OF PFLUGERVILLE  
(75.38 AC.)  
DOC# 2010016485  
O.P.R.T.C.T.

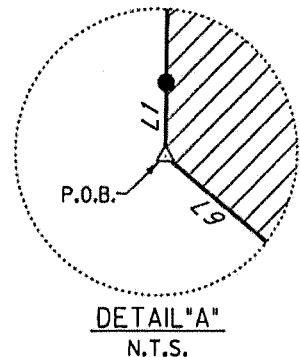
EXISTING 15'  
WATERLINE EASEMENT  
DOC# 2003147867 O.P.R.T.C.T.

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

EXISTING 10'  
PUBLIC UTILITY EASEMENT  
DOC# 2003238072 O.P.R.T.C.T.

SEE  
DETAIL "A"

STATE OF TEXAS  
PARCEL NO. 2 - PART FIVE  
VOL. 11339, PG. 2005  
D.R.T.C.T.



PROJECT AVO: 26890

COUNTY: TRAVIS

ACQUISITION AREA: 1.060 AC.  
46,162 SQ. FT.

SCALE: 1"=50'



4030 WEST BRAKER LANE, SUITE 450  
AUSTIN, TEXAS 78759-5356  
TEL (512) 252-8184  
FAX (512) 252-8141

RIGHT-OF-WAY ACQUISITION  
CONTINENTAL HOMES OF TEXAS, L.P.

HEATHERWILDE BLVD.  
ROADWAY IMPROVEMENTS

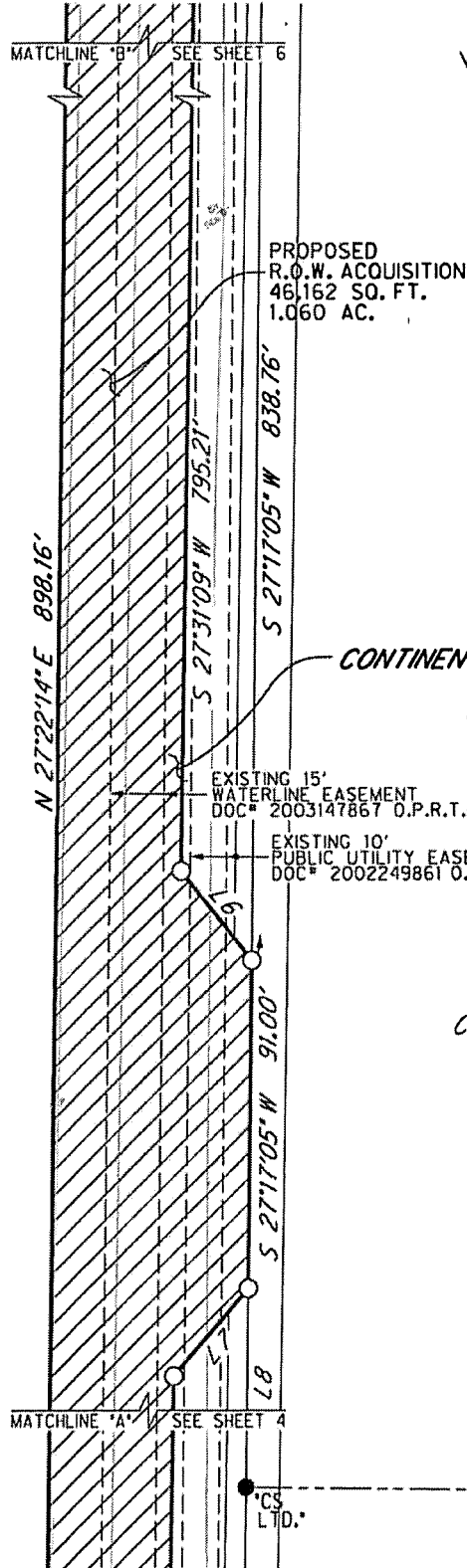
ACCOMPANYING FILE: h26000s\26890\Data Out\SV-LD-CONT-T4-ROW.DOC

# SKETCH TO ACCOMPANY PARCEL DESCRIPTION

PAGE 5 OF 7  
3/24/2015

RADY FAMILY TRUST  
PARCEL 5 ~ EXHIBIT "A-2"  
(9.26 ACRES)  
VOL. 12328, PG. 182  
D.R.T.C.T.

HEATHERWILDE BLVD.  
(VARYING WIDTH R.O.W.)



0 25 50 75 100  
SCALE: 1"=50'

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

PROPOSED  
R.O.W. ACQUISITION  
46,162 SQ. FT.  
1.060 AC.

CONTINENTAL HOMES OF TEXAS, L.P.  
(1.56 ACRES)  
DOC# 2012033587  
O.P.R.T.C.T.

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

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

CONTINENTAL HOMES OF TEXAS, L.P.  
(35.92 ACRES)  
DOC# 2007122920  
O.P.R.T.C.T.

CS  
LTD.



4030 WEST BRAKER LANE, SUITE 450  
AUSTIN, TEXAS 78759-6356  
TEL (512) 252-8184  
FAX (512) 252-8141

RIGHT-OF-WAY ACQUISITION  
CONTINENTAL HOMES OF TEXAS, L.P.

HEATHERWILDE BLVD.  
ROADWAY IMPROVEMENTS

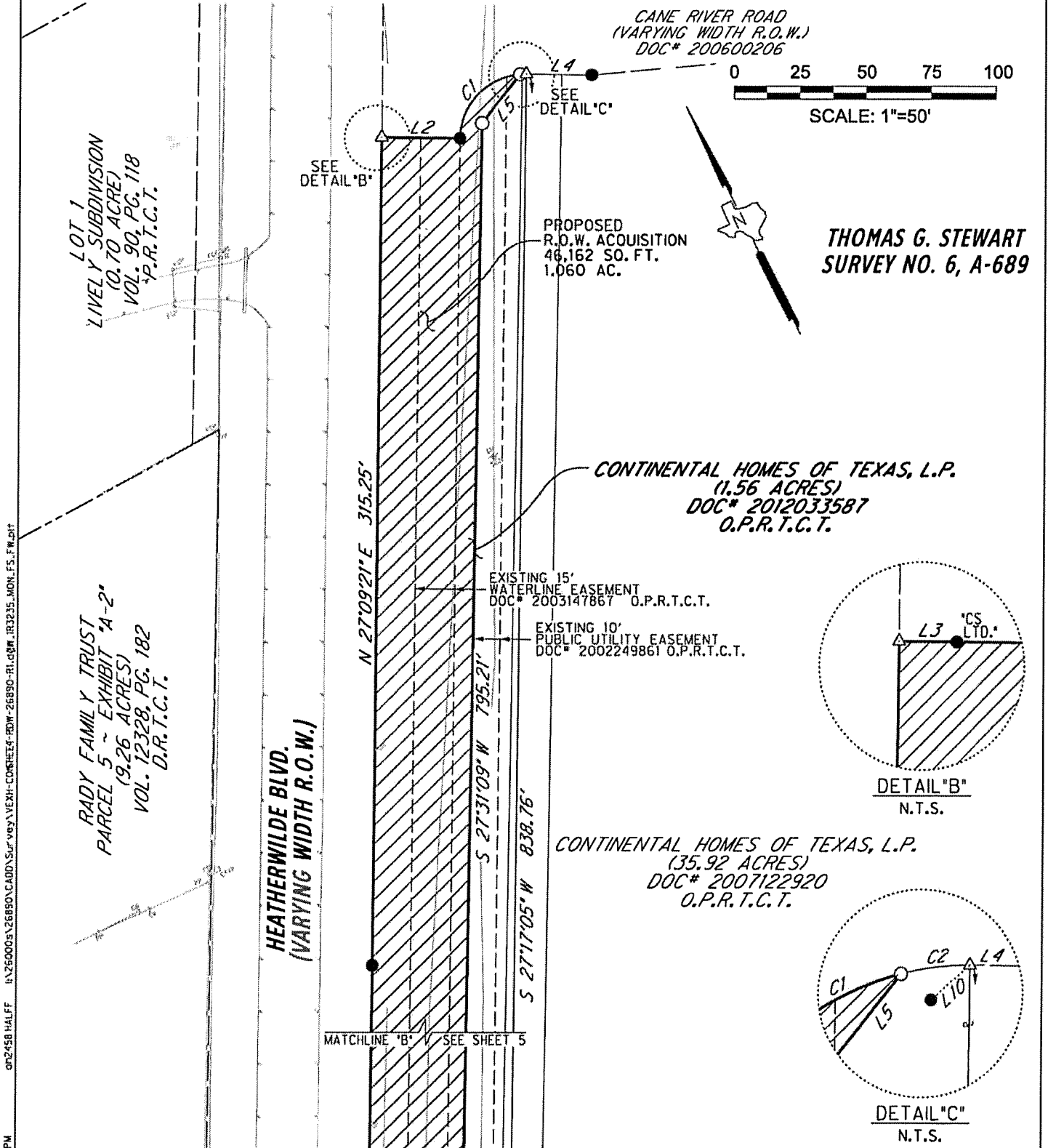
ACCOMPANYING FILE: h26000s\26890\Data Out\SV-LD-CONT-T4-ROW.DOC

PROJECT AVO: 26890

COUNTY: TRAVIS

ACQUISITION AREA: 1.060 AC.  
46,162 SQ. FT.

SCALE: 1"=50'

SKETCH TO ACCOMPANY  
PARCEL DESCRIPTION

4030 WEST BRAKER LANE, SUITE 450  
AUSTIN, TEXAS 78759-6366  
TEL (512) 252-8184  
FAX (512) 252-8141

RIGHT-OF-WAY ACQUISITION  
CONTINENTAL HOMES OF TEXAS, L.P.

HEATHERWILDE BLVD.  
ROADWAY IMPROVEMENTS

ACCOMPANYING FILE: h26000s\26890\data Out\SV-LD-CONT-T4-ROW.DOC

PROJECT AVO: 26890

COUNTY: TRAVIS

ACQUISITION AREA: 1.060 AC.  
46,162 SQ. FT.

SCALE: 1"=50'

## 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 ASSOC INC.' CAP (UNLESS NOTED)
●	1/2" 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 ADJOINER TRACT
R.O.W.	RIGHT-OF-WAY
ESMT.	EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
O.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
DOC.#	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. 1207538-KFO, EFFECTIVE DATE APRIL 25, 2012, ISSUE DATE MAY 2, 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.

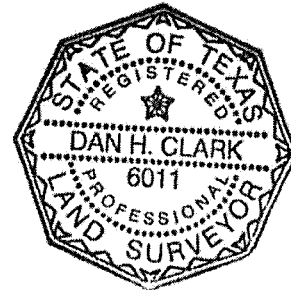
DEED AREA:	1.56 AC.	68,168 SQ. FT.
ACQUISITION AREA:	1.060 AC.	46,162 SQ. FT.
REMAINDER AREA:	0.500 AC.	22,006 SQ. FT.

## CURVE TABLE

CV. NO.	DELTA	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	84°25'20"	25.00'	36.84'	33.59'	N69°29'45"E
C2	5°34'40"	25.00'	2.43'	2.43'	S65°30'15"E
C3	0°11'54"	5,780.00'	28.18'	28.18'	S23°35'16"E
C4	0°02'00"	5,780.00'	3.37'	3.37'	N23°44'57"W

## LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N 27°22'14" E	5.11'
L2	S 62°42'55" E	29.86'
L3	S 62°42'55" E	0.16'
L4	S 62°42'55" E	24.78'
L5	S 64°11'25" W	23.71'
L6	S 11°51'27" E	31.56'
L7	S 67°10'16" W	31.96'
L8	S 27°17'05" W	55.13'
L9	N 23°45'57" W	40.00'
L10	S 86°42'31" W	0.35'



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.

3/24/2015  
DATE

DAN H. CLARK  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 6011



4030 WEST BRAKER LANE, SUITE 250  
AUSTIN, TEXAS 78759-5356  
TEL (512) 252-8184  
FAX (512) 252-8141

RIGHT-OF-WAY ACQUISITION  
CONTINENTAL HOMES OF TEXAS, L.P.

HEATHERWILDE BLVD.  
ROADWAY IMPROVEMENTS

ACCOMPANYING FILE: h26000s\26890\DATA OUT\SV-LD-CONT-T4-ROW.DOC

PROJECT AVO: 26890

COUNTY: TRAVIS

ACQUISITION AREA: 1.060 AC.  
46,162 SQ. FT.

SCALE: 1"=50'

EXHIBIT "A-2"

County: Travis  
Parcel No.: CONT-T2—ROW  
Project: Heatherwilde Blvd Roadway Improvements  
Half AVO: 26890

Page 1 of 4  
4/3/2013

DESCRIPTION FOR CONTINENTAL HOMES OF TEXAS, L.P. TRACT—  
RIGHT-OF-WAY ACQUISITION

BEING A 0.032 ACRE (1,404 SQUARE FEET) TRACT SITUATED IN THE THOMAS G. STEWART SURVEY NO. 6, ABSTRACT NO. 689, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF LOT 19, BLOCK L OF HIGHLAND PARK PHASE C, SECTION 2A SUBDIVISION, A SUBDIVISION ACCORDING TO THE PLAT OF RECORD IN DOCUMENT NO. 200600206 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 5/8-inch iron rod found for an angle point in the southeast right-of-way line of Heatherwilde Boulevard, a varying-width right-of-way, for the west corner of a called 0.05 acre tract described in a Special Warranty Deed to Continental Homes of Texas, L.P., and recorded in Document No. 2012033587 of the Official Public Records of Travis County, Texas;

**THENCE** with the southwest line of said 0.05 acre tract, same being the northeast line of a 30-foot wide right-of-way dedication as shown on said Highland Park Phase C, Section 2A subdivision plat, also being said southeast right-of-way line of Heatherwilde Boulevard, S63°02'01"E a distance of 30.05 feet to a 1/2-inch iron rod found in said southwest line of the 0.05 acre tract, for the north corner of Lot 19, Block L, said Highland Park Phase C, Section 2A, and the **POINT OF BEGINNING** of the tract described herein;

**THENCE** leaving said southeast right-of-way line of Heatherwilde Boulevard, continuing with said southwest line of the 0.05 acre tract, same being the northeast line of said Lot 19, S63°02'01"E a distance of 9.61 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set, and from which a 1/2-inch iron rod with plastic cap stamped "CS LTD" found for the east corner of said Lot 19, same being the south corner of said 0.05 acre tract and the north corner of Lot 1, Block L, said Highland Park Phase C, Section 2A, bears S63°02'01"E a distance of 15.73 feet;

**THENCE** leaving said southwest line of the 0.05 acre tract and said northeast line of Lot 19, crossing said Lot 19, the following two (2) courses and distances:

1. S27°31'09"W a distance of 132.25 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set, and
2. S08°57'33"E a distance of 23.35 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set in the northeast right-of-way of Cane River Road, a varying width right-of-way according to said Highland Park Phase C, Section 2A subdivision plat, same being the southwest line of said Lot 19;

EXHIBIT "A-2"

County: Travis  
Parcel No.: CONT-T2—ROW  
Project: Heatherwilde Blvd Roadway Improvements  
Half AVO: 26890

Page 2 of 4  
4/3/2013

DESCRIPTION FOR CONTINENTAL HOMES OF TEXAS, L.P. TRACT—  
RIGHT-OF-WAY ACQUISITION


**THENCE** with said northeast right-of-way line of Cane River Road and said southwest line of Lot 19, with the arc of a curve to the right a distance of 37.14 feet, said curve having a radius of 25.00 feet, a central angle of  $85^{\circ}07'14''$ , and a chord bearing  $N15^{\circ}16'32''W$  a distance of 33.82 feet to the intersection of said northeast right-of-way of Cane River Road with said southeast right-of-way line of Heatherwilde Boulevard, same being the east line of said 30-foot wide right-of-way dedication;

**THENCE** with said southeast right-of-way line of Heatherwilde Boulevard and said east line of the 30-foot wide right-of-way dedication, same being the west line of said Lot 19,  $N27^{\circ}17'05''E$  a distance of 126.11 feet to said **POINT OF BEGINNING** and containing 0.032 acre (1,404 square feet).

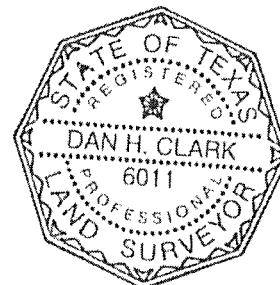
NOTES:

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

PAGE 3 OF 4  
4/3/2013

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

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

BRUCE CASH TRACT 2  
(8.138 AC.)  
DOC# 2000010288  
O.P.R.T.C.T.

CONTINENTAL HOMES OF TEXAS, L.P.  
(0.05 AC.)  
DOC# 2012033587  
O.P.R.T.C.T.

P.O.C.  
5/8"

SEE  
DETAIL "A"

PROPOSED  
R.O.W. ACQUISITION  
1,404 SQ. FT.  
0.032 AC.

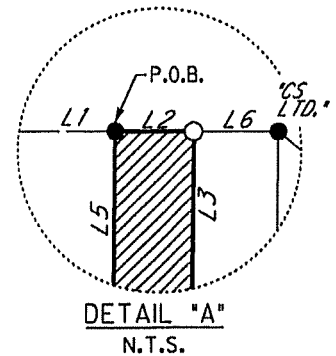
LOT 19, BLOCK L  
HIGHLAND PARK  
PHASE C, SECTION 2A  
DOC# 200600206  
P.R.T.C.T.

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

LOT 1, BLOCK L  
HIGHLAND PARK  
PHASE C, SECTION 2A  
DOC# 200600206  
P.R.T.C.T.

CANE RIVER ROAD  
(VARYING WIDTH R.O.W.)  
DOC# 200600206 P.R.T.C.T.

CONTINENTAL HOMES OF TEXAS, L.P.  
(35.92 AC.)  
DOC# 2007122920  
O.P.R.T.C.T.



4/3/2013 1:57:33 PM c:\2172 HALFF I:\260000s\26890\CADD\Survey\VEXH-COMT-T2-ROW-26890.dgn 1E:HP5550\_MONL.FS\_FIL.DIT



**HALFF**

4030 WEST BRAKER LANE, SUITE 450  
AUSTIN, TEXAS 78759-5358  
TEL (512) 252-8184  
FAX (512) 252-8141

RIGHT-OF-WAY ACQUISITION  
CONTINENTAL HOMES OF TEXAS, L.P.

HEATHERWILDE BLVD.  
ROADWAY IMPROVEMENTS

ACCOMPANYING FILE: I:\260000s\26890\Data Out\VEXH-CONT-T2-ROW.DOC

PROJECT AVO: 26890

COUNTY: TRAVIS

ACQUISITION AREA: 0.032 AC.  
1,404 SQ. FT.

SCALE: 1"=100'



## 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 ASSOC INC." CAP (UNLESS NOTED)
●	1/2" 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 ADJOINER 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
DOC.#	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 GF NO. 1207538-KF0, EFFECTIVE DATE APRIL 25, 2012, ISSUE DATE MAY 2, 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.

DEED AREA:	0.08 AC.	3,646 SQ. FT.
ACQUISITION AREA:	0.032 AC.	1,404 SQ. FT.
REMAINDER AREA:	0.048 AC.	2,242 SQ. FT.

## CURVE TABLE

CV. NO.	DELTA	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
CI	85°07'14"	25.00'	37.14'	33.82'	N15°16'32"W

## LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S 63°02'01" E	30.05'
L2	S 63°02'01" E	9.61'
L3	S 27°31'09" W	132.25'
L4	S 08°57'33" E	23.35'
L5	N 27°17'05" E	126.11'
L6	S 63°02'01" E	15.73'

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.



*[Signature]*  
DAN H. CLARK  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 6011

*[Signature]*  
4/3/2013  
DATE



4030 WEST BRAKER LANE, SUITE 450  
AUSTIN, TEXAS 78759-5356  
TEL (512) 252-8104  
FAX (512) 252-8141

RIGHT-OF-WAY ACQUISITION  
CONTINENTAL HOMES OF TEXAS, L.P.

HEATHERWILDE BLVD.  
ROADWAY IMPROVEMENTS

ACCOMPANYING FILE: I:\26000s\26890\DATA Out\VEXH-CONT-T2-R0W.DOC

PROJECT AVO: 26890

COUNTY: TRAVIS

ACQUISITION AREA: 0.032 AC.  
1,404 SQ. FT.

SCALE: 1"=100'

EXHIBIT "A-3"

County: Travis  
Parcel No.: CONT-T1—ROW  
Project: Heatherwilde Blvd Roadway Improvements  
Half AVO: 26890

Page 1 of 4  
3/24/2015

DESCRIPTION FOR CONTINENTAL HOMES OF TEXAS, L.P. TRACT—  
RIGHT-OF-WAY ACQUISITION

BEING A 0.036 ACRE (1,584 SQUARE FEET) TRACT SITUATED IN THE THOMAS G. STEWART SURVEY NO. 6, ABSTRACT NO. 689, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 0.05 ACRE TRACT DESCRIBED IN EXHIBIT A OF A SPECIAL WARRANTY DEED TO CONTINENTAL HOMES OF TEXAS, L.P., AND RECORDED IN DOCUMENT NO. 2012033587 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 5/8-inch iron rod found in the southeast right-of-way line of Heatherwilde Boulevard, a varying-width right-of-way, for the north corner of said 0.05 acre tract, same being the west corner of a called 8.138 acres tract described as "Tract 2" in a Warranty Deed to Bruce Cash, and recorded in Document No. 2000010288, said Official Public Records of Travis County, Texas;

**THENCE** with the northeast line of the 0.05 acre tract, same being the southwest line of said 8.138 acres tract, S62°37'47"E a distance of 39.92 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set, and from which a 1/2-inch iron rod with plastic cap stamped "CS LTD" found in said southwest line of the 8.138 acres tract, for the east corner of said 0.05 acre tract, same being the north corner of a called 35.92 acres tract described in Exhibit B of a Special Warranty Deed to Continental Homes of Texas, L.P., and recorded in Document No. 2007122920, said Official Public Records of Travis County, Texas, bears S62°37'47"E a distance of 15.56 feet;

**THENCE** leaving said southwest line of the 8.138 acres tract and said northeast line of the 0.05 acre tract, crossing said 0.05 acres tract, S27°31'09"W a distance of 39.66 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set in the southwest line of said 0.05 acre tract, same being the northeast line of Lot 1, Block L, Highland Park Phase C, Section 2A, a subdivision of record according to the plat recorded in Document No. 200600206 of the Plat Records of Travis County, Texas, and from which a 1/2-inch iron rod with plastic cap stamped "CS LTD" found for the south corner of said 0.05 acre tract, same being the northwest corner of said 35.92 acres tract, and the north corner of Lot 19, Block L, said Highland Park Phase C, Section 2A, bears S63°02'01"E a distance of 15.73 feet;

**THENCE** with said southwest line of the 0.05 acre tract, N63°02'01"W, passing at a distance of 9.61 feet a 1/2-inch iron rod found for an angle point in said southeast right-of-way line of Heatherwilde Boulevard, same being the north corner of said Lot 1, and continuing in all a distance of 39.66 feet to a 1/2-inch iron rod with plastic cap stamped "CCC" found for an angle point in said southeast right-of-way line of Heatherwilde Boulevard, same being the west corner of said 0.05 acre tract;

EXHIBIT "A-3"

County: Travis  
Parcel No.: CONT-T1—ROW  
Project: Heatherwilde Blvd Roadway Improvements  
Halff AVO: 26890

Page 2 of 4  
3/24/2015


DESCRIPTION FOR CONTINENTAL HOMES OF TEXAS, L.P. TRACT—  
RIGHT-OF-WAY ACQUISITION


**THENCE** with said southeast right-of-way line of Heatherwilde Boulevard, same being the northwest line of said 0.05 acre tract, N27°09'21"E a distance of 39.94 feet to said **POINT OF BEGINNING** and containing 0.036 acre (1,584 square feet).

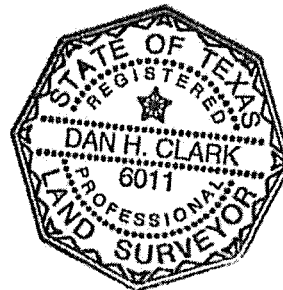
NOTES:

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

  
\_\_\_\_\_  
Date



# SKETCH TO ACCOMPANY PARCEL DESCRIPTION

 PAGE 3 OF 4  
3/24/2015

 0 20 40 60 80  
SCALE: 1"=40'

 BRUCE CASH TRACT 2  
(8.138 AC.)  
DOC# 2000010288  
O.P.R.T.C.T.

 CONTINENTAL HOMES OF TEXAS, L.P.  
(0.05 AC.)  
DOC# 2012033587  
O.P.R.T.C.T.

 P.O.B.  
5/8"  
EXISTING 15'  
WATERLINE EASEMENT  
DOC. NO. 2003147867  
O.P.R.T.C.T.

 PROPOSED  
R.O.W. ACQUISITION  
1,584 SQ. FT.  
0.036 AC.

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

 CONTINENTAL HOMES OF TEXAS, L.P.  
(35.92 AC.)  
DOC# 2007122920  
O.P.R.T.C.T.

 LOT 1, BLOCK L  
HIGHLAND PARK  
PHASE C, SECTION 2A  
DOC# 200600206  
O.P.R.T.C.T.

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

 LOT 19, BLOCK L  
HIGHLAND PARK  
PHASE C, SECTION 2A  
DOC# 200600206  
O.P.R.T.C.T.

H:\26000s\26890\CADD\Survey\VEHX-CONT\BROW-26890.dgn 2W IR3235 MON FS F W JHT

3/24/2015 4:15:05 PM


**HALFF**

 4030 WEST BRAKER LANE, SUITE 450  
AUSTIN, TEXAS 78759-5356  
TEL (512) 252-8184  
FAX (512) 252-8141

 R.O.W. ACQUISITION  
CONTINENTAL HOMES OF TEXAS, L.P.

 HEATHERWILDE BLVD.  
ROADWAY IMPROVEMENTS

ACCOMPANYING FILE: H26000s\26890\Data Out\VEHX-CONT\_T1-ROW.DOC

PROJECT AVO: 26890

COUNTY: TRAVIS

 EASEMENT AREA: 0.036 AC.  
1,584 SQ. FT.

SCALE: 1"=40'

## LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND
■	TXDOT TYPE II CONCRETE MONUMENT FOUND
■	TXDOT TYPE III CONCRETE MONUMENT SET
○	1/2" IRON ROD SET WITH 'HALFF ASSOC INC.' CAP (UNLESS NOTED)
●	1/2" 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 ADJOINER 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
DOC.#	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 GF NO. 1207538-KFO, EFFECTIVE DATE APRIL 25, 2012, ISSUE DATE MAY 2, 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.

DEED AREA:	0.05 AC.	2,178 SQ. FT.
ACQUISITION AREA:	0.036 AC.	1,584 SQ. FT.
REMAINDER AREA:	0.014 AC.	594 SQ. FT.

## LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S 62°37'47" E	39.92'
L2	S 62°37'47" E	15.56'
L3	S 27°31'09" W	39.66'
L4	S 63°02'01" E	15.73'
L5	N 63°02'01" W	9.61'
L6	N 63°02'01" W	30.05'
L7	N 63°02'01" W	39.66'
L8	N 27°09'21" E	39.94'
L9	N 27°23'15" E	39.55'

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

3/24/2015  
DATE



4030 WEST BRAKER LANE, SUITE 250  
AUSTIN, TEXAS 78759-5358  
TEL (512) 252-8194  
FAX (512) 252-8141

R.O.W. ACQUISITION  
CONTINENTAL HOMES OF TEXAS, L.P.

HEATHERWILDE BLVD.  
ROADWAY IMPROVEMENTS

ACCOMPANYING FILE: h26000s\26890\Data Out\VEHX-CONT-T1-ROW.DOC

PROJECT AVO: 26890

COUNTY: TRAVIS

EASEMENT AREA: 0.036 AC.  
1,584 SQ. FT.

SCALE: 1"=40'

EXHIBIT "A-4"

County: Travis  
Parcel No.: CONT-T1—SL  
Project: Heatherwilde Blvd Roadway Improvements  
Half AVO: 26890

Page 1 of 4  
4/24/2013

DESCRIPTION FOR CONTINENTAL HOMES OF TEXAS, L.P. TRACT—  
SLOPE EASEMENT

BEING A 0.020 ACRE (886 SQUARE FEET) TRACT SITUATED IN THE THOMAS G. STEWART SURVEY NO. 6, ABSTRACT NO. 689, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF TWO TRACTS—A CALLED 0.05 ACRE TRACT DESCRIBED IN EXHIBIT A OF A SPECIAL WARRANTY DEED TO CONTINENTAL HOMES OF TEXAS, L.P. AND RECORDED IN DOCUMENT NO. 2012033587 & A 35.92 ACRES TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO CONTINENTAL HOMES OF TEXAS, L.P., AND RECORDED IN DOCUMENT NO. 2007122920, BOTH OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch iron with plastic cap stamped "CS LTD" found in the southwest line of a called 8.138 acres tract described as "Tract 2" in a Warranty Deed to Bruce Cash, and recorded in Document No. 2000010288, said Official Public Records of Travis County, Texas, for the east corner of said 0.05 acre tract, same being the northwest corner of said 35.92 acres tract;

**THENCE** with said southwest line of the 8.138 acres tract, same being the northeast line of said 35.92 acres tract, S62°37'48"E a distance of 6.44 feet;

**THENCE** leaving said southwest line of the 8.138 acres tract and said northeast line of the 35.92 acres tract, crossing said 35.92 acres tract, S27°31'09"W a distance of 44.38 feet to a point in the southwest line of said 35.92 acres tract, same being the northeast line of Lot 19, Block L, Highland Park Phase C, Section 2A, a subdivision according to the plat of record in Document No. 200600206 of the Plat Records of Travis County, Texas;

**THENCE** with said southwest line of the 35.92 acres tract and said northeast line of Lot 19, Block L, N24°55'57"W a distance of 7.91 feet to a 1/2-inch iron rod with plastic cap stamped "CS LTD" found for a southwest corner of said 35.92 acres tract, same being the south corner of said 0.05 acre tract, the north corner of said Lot 19, Block L, and the northeast corner of Lot 1, Block L, said Highland Park Phase C, Section 2A;

**THENCE** with the southwest line of said 0.05 acre tract, same being the northeast line of said Lot 1, Block L, N63°02'01"W a distance of 15.73 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set, and from which a 1/2-inch iron rod found for the northwest corner of said Lot 1, Block L bears N63°02'01"W a distance of 9.61 feet;

EXHIBIT "A-4"

County: Travis  
Parcel No.: CONT-T1—SL  
Project: Heatherwilde Blvd Roadway Improvements  
Half AVO: 26890

Page 2 of 4  
4/24/2013

DESCRIPTION FOR CONTINENTAL HOMES OF TEXAS, L.P. TRACT—  
SLOPE EASEMENT


**THENCE** leaving said southwest line of the 0.05 acre tract and said northeast line of Lot 1, Block L, crossing said 0.05 acre tract, N27°31'09"E a distance of 39.65 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set in said southwest line of the 8.138 acres tract, same being the northeast line of said 0.05 acre tract, and from which a 5/8-inch iron rod found in the southeast right-of-way line of Heatherwilde Boulevard, a varying-width right-of-way, for the north corner of said 0.05 acre tract, same being the west corner of said 8.138 acres tract, bears N62°37'48"W a distance of 39.92 feet;

**THENCE** with said southwest line of the 8.138 acres tract and said northeast line of the 0.05 acre tract, S62°37'48"E a distance of 15.56 feet to said **POINT OF BEGINNING** and containing 0.020 acre (886 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.

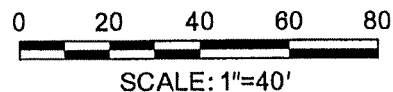
I, Dan H. Clark, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying plat of even date herewith, are true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey on the ground under my 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

4/24/2013  
Date



# SKETCH TO ACCOMPANY PARCEL DESCRIPTION

 PAGE 3 OF 4  
4/24/2013


BRUCE CASH TRACT 2  
(8.138 AC.)  
DOC# 2000010288  
O.P.R.T.C.T.

CONTINENTAL HOMES  
OF TEXAS, L.P.  
(0.05 AC.)  
DOC# 2012033587  
O.P.R.T.C.T.

PROPOSED  
SLOPE EASEMENT  
886 SQ. FT.  
0.020 AC.

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

EXISTING 15'  
WATERLINE EASEMENT  
DOC. NO. 2003147867 O.P.R.T.C.T.

CONTINENTAL HOMES  
OF TEXAS, L.P.  
(35.92 AC.)  
DOC# 2007122920  
O.P.R.T.C.T.

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

LOT 19, BLOCK 1  
HIGHLAND PARK  
PHASE C, SECTION 2A  
DOC# 200600206  
P.R.T.C.T.

HEATHERWILDE BOULEVARD (VARYING WIDTH R.O.W.)

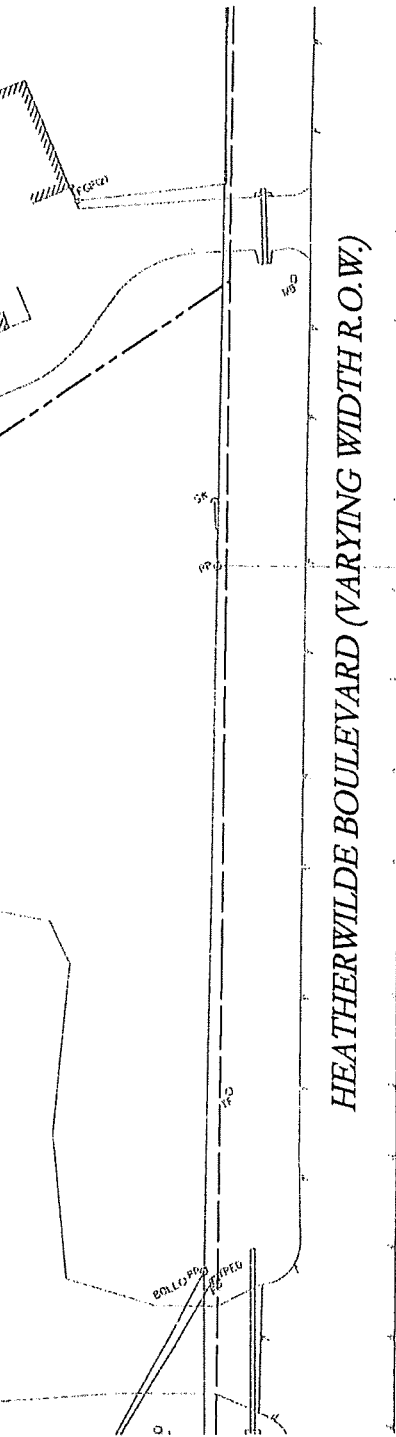
EXISTING R.O.W. LINE

LOT 1, BLOCK 1 PROPOSED R.O.W. LINE  
HIGHLAND PARK PHASE C, SECTION 2A  
DOC# 200600206 O.P.R.T.C.T.

EXISTING R.O.W. LINE

PROPOSED R.O.W. LINE

L11  
L10  
L9  
L8  
L7  
L6  
L5  
L4  
L3



4030 WEST BRAKER LANE, SUITE 450  
AUSTIN, TEXAS 78759-5356  
TEL (512) 252-8164  
FAX (512) 252-8141

WATERLINE EASEMENT  
CONTINENTAL HOMES OF TEXAS, L.P.

HEATHERWILDE BLVD.  
ROADWAY IMPROVEMENTS

ACCOMPANYING FILE: l:26000s\26890\Draw Out\VEKH-CONT.TI-SL.DOC

PROJECT AVO: 26890

COUNTY: TRAVIS

EASEMENT AREA: 0.020 AC.  
886 SQ. FT.

SCALE: 1"=40'



## LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND
□	TXDOT TYPE II CONCRETE MONUMENT FOUND
⊗	1/2" IRON ROD SET WITH 'HALFF ESMT.' CAP
○	1/2" IRON ROD SET WITH 'HALFF ASSOC INC.' CAP (UNLESS NOTED)
●	1/2" 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 ADJOINER 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
DOC.#	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. 1207538-KFO, EFFECTIVE DATE APRIL 25, 2012, ISSUE DATE MAY 2, 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.

## LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S 62°37'48" E	6.44'
L2	S 27°31'09" W	44.38'
L3	N 24°55'57" W	7.91'
L4	N 63°02'01" W	15.73'
L5	N 63°02'01" W	9.61'
L6	N 27°31'09" E	39.65'
L7	N 62°37'48" W	39.92'
L8	S 62°37'48" E	15.56'
L9	S 27°31'09" W	39.65'
L10	N 63°02'01" W	30.05'
L11	N 27°09'21" E	39.94'

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.

*[Signature]*  
DAN H. CLARK  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 6011

4/24/2013  
DATE



4030 WEST BRAKER LANE, SUITE 450  
AUSTIN, TEXAS 78759-5358  
TEL (512) 252-8184  
FAX (512) 252-8141

WATERLINE EASEMENT  
CONTINENTAL HOMES OF TEXAS, L.P.

HEATHERWILDE BLVD.  
ROADWAY IMPROVEMENTS

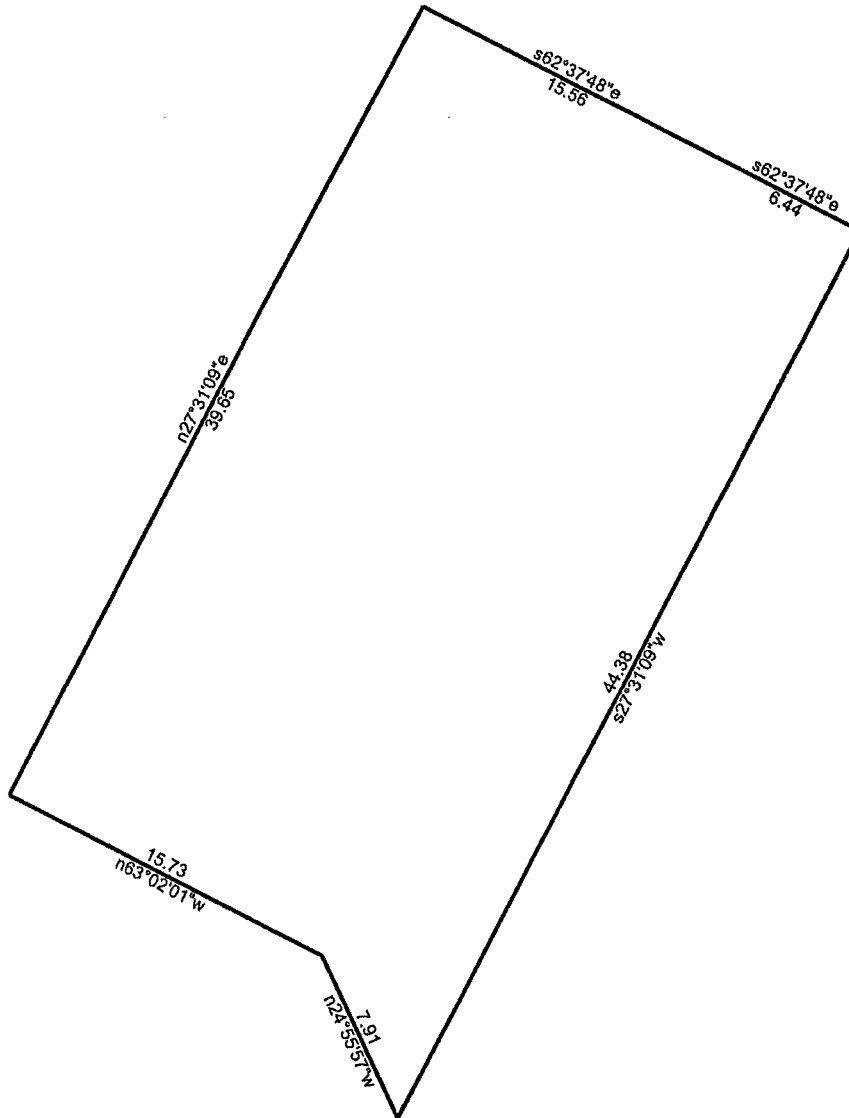
ACCOMPANYING FILE: I:\26000s\26890\data Out\VEHX-CONT-T1-SL.DOC

PROJECT AVO: 26890

COUNTY: TRAVIS

EASEMENT AREA: 0.020 AC.  
886 SQ. FT.

SCALE: 1"=40'



4/1/2013

Scale: 1 inch= 8 feet

File: VEXH-CONT-T1-SL-26890.ndp

Tract 1: 0.0203 Acres (886 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/32822), Perimeter=130 ft.

01 s62.3748e 6.44  
02 s27.3109w 44.38  
03 n24.5557w 7.91  
04 n63.0201w 15.73  
05 n27.3109e 39.65  
06 s62.3748e 15.56

EXHIBIT "A-5"

County: Travis  
Parcel No.: CONT-T4—SL  
Project: Heatherwilde Blvd Roadway Improvements  
Half AVO: 26890

Page 1 of 7  
4/7/2015

DESCRIPTION FOR CONTINENTAL HOMES OF TEXAS, L.P. TRACT—  
SLOPE EASEMENT

BEING A 0.582 (25,353 SQUARE FEET) TRACT SITUATED IN THE THOMAS G. STEWART SURVEY NO. 6, ABSTRACT NO. 689, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF TWO TRACTS: A CALLED 1.56 ACRES TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO CONTINENTAL HOMES OF TEXAS, L.P., AND RECORDED IN DOCUMENT NO. 2012033587 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND A CALLED 35.92 ACRES TRACT DESCRIBED IN EXHIBIT "B" OF A SPECIAL WARRANTY DEED TO CONTINENTAL HOMES OF TEXAS, L.P., AND RECORDED IN DOCUMENT NO. 2007122920, SAID OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at the intersection of the southeast right-of-way line of Heatherwilde Boulevard, a varying width right-of-way, with the northeast line of a 38.882 acres tract described as Exhibit A, Parcel No.2 Part Five, in a Special Warranty Deed to the State of Texas, and recorded in Volume 11339, Page 2005 of the Deed Records of Travis County, Texas, said 38.882 acres tract being the former right-of-way of the Missouri-Kansas (MO-KAN) Railroad, for the southwest corner of said 1.56 acres tract, and from which a 1/2-inch iron rod found bears N27°22'14"E a distance of 5.11 feet;

**THENCE** with said northeast line of the MO-KAN, same being the southwest line of said 1.56 acres tract, the following two (2) courses and distances:

1. S23°45'57"E a distance of 40.00 feet to a point of curvature to the right, and
2. with the arc of said curve to the right a distance of 3.37 feet, said curve having a radius of 5,780 feet, a central angle of 0°02'00", and a chord bearing S23°44'57"E a distance of 3.37 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set for the **POINT OF BEGINNING** of the tract described herein;

**THENCE** leaving said northeast line of the MO-KAN and said southwest line of the 1.56 acres tract, crossing said 1.56 acres tract, the following two (2) courses and distances:

1. N27°31'09"E a distance of 311.40 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set, and
2. N67°10'16"E a distance of 31.96 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set in the east line of said 1.56 acres tract, same being the west line of said 35.92 acres tract;

EXHIBIT "A-5"

County: Travis  
Parcel No.: CONT-T4—SL  
Project: Heatherwilde Blvd Roadway Improvements  
Halff AVO: 26890

Page 2 of 7  
4/7/2015

DESCRIPTION FOR CONTINENTAL HOMES OF TEXAS, L.P. TRACT—  
SLOPE EASEMENT

**THENCE** with said east line of the 1.56 acres tract and said west line of the 35.92 acres tract, N27°17'05"E a distance of 91.00 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set;

**THENCE** leaving said west line of the 35.92 acres tract and said east line of the 1.56 acres tract, crossing said 1.56 acres tract, the following three (3) courses and distances:

1. N11°51'27"W a distance of 31.56 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set,
2. N27°31'09"E a distance of 795.21 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set, and
3. N64°11'25"E a distance of 23.71 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set in the south right-of-way line of Cane River Road, a varying width right-of-way, Highland Park Phase C, Section 2A, a subdivision according to the plat of record in Document No. 200600206 of the Plat Records of Travis County, Texas, same being the north line of said 1.56 acres tract, and from which a 1/2-inch iron rod found bears with the arc of a curve to the left a distance of 36.84 feet, said curve having a radius of 25.00 feet, a central angle 5°34'40", and a chord bearing N69°29'45"E a distance of 33.59 feet;

**THENCE** with said south right-of-way line of Cane River Road and said north line of the 1.56 acres tract, with the arc of a curve to the right a distance of 2.43 feet, said curve having a radius of 25.00 feet, a central angle of 5°34'39", and a chord bearing S65°30'15"E a distance of 2.43 feet to a point of tangency for the east corner of said 1.56 acres tract, same being the north corner of said 35.92 acres tract, and from which a 1/2-inch iron rod found bears S86°42'31"W a distance of 0.35 feet;

**CONTINUING** with said south right-of-way line of Cane River Road, same being the northeast line of said 35.92 acres tract, S62°42'55"E a distance of 5.41 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set, and from which a 1/2-inch iron rod with plastic cap stamped "CS LTD" found for a point of curvature to the left, bears S62°42'55"E a distance of 24.78 feet;

**THENCE** leaving said south right-of-way line of Cane River Road and said northeast line of the 35.92 acres tract, crossing said 35.92 acres tract, S27°31'09"W a distance of 984.89 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set in the southwest line of said 35.92 acres tract, same being the northeast line of a called 75.38 acres tract described in a General Warranty Deed to the City of Pflugerville and recorded in Document No. 2010016485, said Official Public Record of Travis County, Texas;

EXHIBIT "A-5"

County: Travis  
Parcel No.: CONT-T4—SL  
Project: Heatherwilde Blvd Roadway Improvements  
Half AVO: 26890

Page 3 of 7  
4/7/2015

DESCRIPTION FOR CONTINENTAL HOMES OF TEXAS, L.P. TRACT—  
SLOPE EASEMENT

**THENCE** with said southwest line of the 35.92 acres tract and the northeast line of said 75.38 acres tract, N62°39'37"W a distance of 1.38 feet to a 1/2-inch iron rod with plastic cap stamped "CS LTD" found in said east line of the 1.56 acres tract, for the southwest corner of said 35.92 acres tract, same being the north corner of said 75.38 acres tract;

**THENCE** with said east line of the 1.56 acres tract, same being the northwest line of said 75.38 acres tract, S27°16'01"W a distance of 298.58 feet to a point in said northeast line of the MO-KAN, for the south corner of said 1.56 acres tract, same being the west corner of said 75.38 acres tract;

**THENCE** with said northeast line of the MO-KAN and said southwest line of the 1.56 acres tract, with the arc of a curve to the left a distance of 28.18 feet, said curve having a radius of 5,780.00 feet, a central angle 0°11'54", and a chord bearing N23°35'34"W a distance of 28.18 feet to said **POINT OF BEGINNING**, and containing 0.582 acre (25,353 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

4/7/2015  
Date



SKETCH TO ACCOMPANY  
PARCEL DESCRIPTION

0 25 50 75 100

SCALE: 1"=50'

THOMAS G. STEWART  
SURVEY NO. 6, A-689PROPOSED  
SLOPE EASEMENT  
25,353 SQ. FT.  
0.582 AC.CONTINENTAL HOMES OF TEXAS, L.P.  
(1.56 ACRES)  
DOC# 2012033587  
O.P.R.T.C.T.EXISTING 30'  
ELECTRIC EASEMENT  
VOL. 10758, PG. 0160 O.P.R.T.C.T.EXISTING 15'  
WATERLINE EASEMENT  
DOC# 2003147867 O.P.R.T.C.T.EXISTING 10'  
PUBLIC UTILITY EASEMENT  
DOC# 2002249861 O.P.R.T.C.T.EXISTING 10'  
PUBLIC UTILITY EASEMENT  
DOC# 2003238072 O.P.R.T.C.T.CITY OF PFLUGERVILLE  
(75.38 AC.)  
DOC# 2010016485  
O.P.R.T.C.T.

P.O.C.

DETAIL "A"  
N.T.S.

HEATHERWILDE BLVD. (VARYING WIDTH R.O.W.)

N 27°22'14"E 898.16'

N 27°31'09"E 311.40'

S 27°16'01"W 298.58'

P.O.B.

STATE OF TEXAS  
PARCEL NO. 2 - PART FIVE  
(138.882 ACRES)  
VOLUME 11359 PAGE 2005  
D.R.T.C.T.RADY FAMILY TRUST  
PARCEL 5 - EXHIBIT "A-2"  
(9.26 ACRES)  
VOL. 12328, PG. 182  
D.R.T.C.T.

MATCHLINE "A"

SEE SHEET 5

SEE  
DETAIL "D"  
SHEET 5SEE  
DETAIL "A"4070 WEST BRAKER LANE, SUITE 450  
AUSTIN, TEXAS 78759-5356  
TEL (512) 252-8184  
FAX (512) 252-8141SLOPE EASEMENT  
CONTINENTAL HOMES OF TEXAS, L.P.HEATHERWILDE BLVD.  
ROADWAY IMPROVEMENTS

ACCOMPANYING FILE: t26000s\26890\0atd Out\SV-LD-CONT-T4-SL.DOC

PROJECT AVO: 26890

COUNTY: TRAVIS

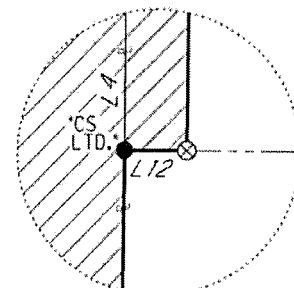
EASEMENT AREA: 0.582 AC.  
25,353 SQ. FT.

SCALE: 1"=50'

SKETCH TO ACCOMPANY  
PARCEL DESCRIPTION

0 25 50 75 100

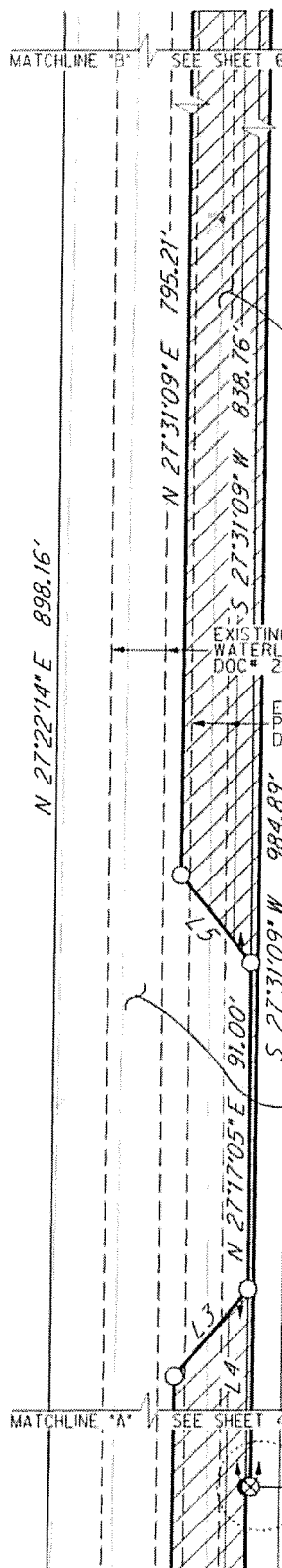
SCALE: 1"=50'

THOMAS G. STEWART  
SURVEY NO. 6, A-689PROPOSED  
SLOPE EASEMENT  
25,353 SQ. FT.  
0.582 AC.CONTINENTAL HOMES OF TEXAS, L.P.  
(35.92 ACRES)  
DOC# 2007122920  
O.P.R.T.C.T.EXISTING 15'  
WATERLINE EASEMENT  
DOC# 2003147867 O.P.R.T.C.T.EXISTING 10'  
PUBLIC UTILITY EASEMENT  
DOC# 2002249861 O.P.R.T.C.T.CONTINENTAL HOMES OF TEXAS, L.P.  
(1.56 ACRES)  
DOC# 2012033587  
O.P.R.T.C.T.DETAIL "D"  
N.T.S.SEE  
DETAIL "D"

MATCHLINE "A" SEE SHEET 4

MATCHLINE "B" SEE SHEET 6

HEATHERWILDE BOULEVARD (VARYING WIDTH R.O.W.)

RADY FAMILY TRUST  
PARCEL 5 - EXHIBIT "A-2"  
(9.26 ACRES)  
VOL. 12328, PG. 182  
D.R.T.C.T.4030 WEST BRAKER LANE, SUITE 450  
AUSTIN, TEXAS 78759-5358  
TEL (512) 252-8184  
FAX (512) 252-8141SLOPE EASEMENT  
CONTINENTAL HOMES OF TEXAS, L.P.HEATHERWILDE BLVD.  
ROADWAY IMPROVEMENTS

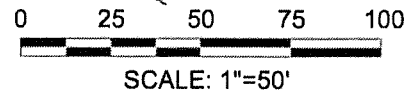
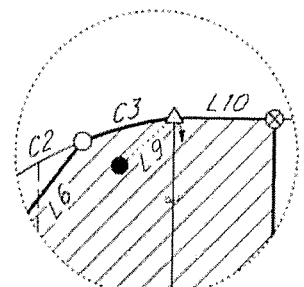
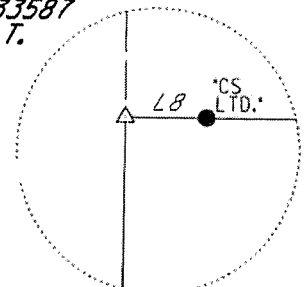
ACCOMPANYING FILE: I:\260005\26890\Data Out\SV-LD-CONT-T4-SL.DOC

PROJECT AVO: 26890

COUNTY: TRAVIS

EASEMENT AREA: 0.582 AC.  
25,353 SQ. FT.

SCALE: 1"=50'

SKETCH TO ACCOMPANY  
PARCEL DESCRIPTIONCANE RIVER ROAD (VARYING WIDTH R.O.W.)  
DOC# 200600206 P.R.T.C.T.THOMAS G. STEWART  
SURVEY NO. 6, A-689PROPOSED  
SLOPE EASEMENT  
25,353 SQ. FT.  
0.582 AC.CONTINENTAL HOMES OF TEXAS, L.P.  
(35.92 ACRES)  
DOC# 2007122920  
O.P.R.T.C.T.CONTINENTAL HOMES OF TEXAS, L.P.  
(1.56 ACRES)  
DOC# 2012033587  
O.P.R.T.C.T.EXISTING 15'  
WATERLINE EASEMENT  
DOC# 2003147867 O.P.R.T.C.T.EXISTING 10'  
PUBLIC UTILITY EASEMENT  
DOC# 2002249861 O.P.R.T.C.T.

MATCHLINE "B" SEE SHEET 5

HEATHERWILDE BOULEVARD (VARYING WIDTH R.O.W.)

LOT 1  
LIVELY SUBDIVISION  
(0.70 ACRES)  
VOL. 90, PG. 118  
P.R.T.C.T.RADY FAMILY TRUST  
PARCEL 5 ~ EXHIBIT "A-2"  
(9.26 ACRES)  
VOL. 12328, PG. 182  
O.P.R.T.C.T.4030 WEST BRAKER LANE, SUITE 450  
AUSTIN, TEXAS 78759-5356  
TEL (512) 252-8184  
FAX (512) 252-8141SLOPE EASEMENT  
CONTINENTAL HOMES OF TEXAS, L.P.HEATHERWILDE BLVD.  
ROADWAY IMPROVEMENTS

ACCOMPANYING FILE: I:\26000s\26890\Drawings\SV-LD-CONT-T4-SL.DOC

PROJECT AVO: 26890













COUNTY: TRAVIS

EASEMENT AREA: 0.582 AC.  
25,353 SQ. FT.

SCALE: 1"=50'



### LEGEND

- |   |  |
|---|--|
|  | 1XDOT TYPE CONCRETE MONUMENT FOUND                       |
|  | 1XDOT TYPE RECONCRETE MONUMENT FOUND                     |
|  | 1/2" IRON ROD SET WITH "HALF" ESMT" CAP                  |
|  | 1/2" IRON ROD PREVIOUSLY SET WITH "HALF" ASSOC INC." CAP |
|  | 1/2" 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 ADJOWER TRACT                         |
| R.O.W.  | RIGHT-OF-WAY   |
| ESMT.   | EASEMENT   |
| P.U.E.  | PUBLIC UTILITY EASEMENT                                  |
| D.B.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             |
| D.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                                       |

CURVE TABLE

CV. NO.	DELTA	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	0°02'00"	5,780.00'	3.37'	3.37'	S23°44'57"E
C2	5°34'40"	25.00'	36.84'	33.59'	N69°29'45"E
C3	5°34'39"	25.00'	2.43'	2.43'	S66°30'15"E
C4	0°11'54"	5,780.00'	28.18'	28.18'	S23°35'34"E

## LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N 27°22'14" E	5.11'
L2	S 23°45'57" E	40.00'
L3	N 67°10'16" E	31.96'
L4	S 27°17'05" W	55.13'
L5	N 11°51'27" W	31.56'
L6	N 64°11'25" E	23.71'
L7	N 62°42'55" W	29.86'
L8	S 62°40'13" E	0.16'
L9	S 86°42'31" W	0.35'
L10	S 62°42'55" E	5.41'
L11	S 62°42'55" E	24.78'
L12	N 62°39'37" W	1.38'

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. 1207538-KFO, EFFECTIVE DATE APRIL 25, 2012, ISSUE DATE MAY 2, 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.



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.

PORE

4/7/2015  
DATE

DAN H. CLARK  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 6011



# HALFF®

403D WEST BRAKER LANE, SUITE 450  
AUSTIN, TEXAS 78759-5356  
TEL (512) 252-8184  
FAX (512) 252-8141

SLOPE EASEMENT  
CONTINENTAL HOMES OF TEXAS, L.P.

HEATHERWILDE BLVD.  
ROADWAY IMPROVEMENTS

ACCOMPANYING FILE: I:\26000s\26890\Data Out\SV-LD-CONT-T4-5L.DOC

PROJECT AVO: 26890

COUNTY: TRAVIS

EASEMENT AREA: 0.582 AC.  
25,353 SQ. FT.

SCALE: 1"=50'

EXHIBIT "A-6"

County: Travis  
Parcel No.: CONT-T2-T3—SL  
Project: Heatherwilde Blvd Roadway Improvements  
Half AVO: 26890

Page 1 of 4  
3/24/2015

DESCRIPTION FOR CONTINENTAL HOMES OF TEXAS, L.P. TRACT—  
SLOPE EASEMENT

BEING A 0.073 ACRE (3,180 SQUARE FEET) TRACT SITUATED IN THE THOMAS G. STEWART SURVEY NO. 6, ABSTRACT NO. 689, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF LOTS 1 AND 19, BLOCK L, HIGHLAND PARK PHASE C, SECTION 2A SUBDIVISION, A SUBDIVISION ACCORDING TO THE PLAT OF RECORD, IN DOCUMENT NO. 200600206 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch iron rod with plastic cap stamped "CS LTD" found for the east corner of said Lot 19, same being the north corner of Lot 1, the south corner of a called 0.05 acre tract described in a Special Warranty Deed to Continental Homes of Texas, L.P., and recorded in Document No. 2012033587 of the Official Public Records of Travis County, Texas, and a northeasterly corner of a called 35.92 acres tract described as Exhibit "B" in a Special Warranty Deed to Continental Homes of Texas, L.P., said Official Public Records of Travis County, Texas;

**THENCE** with the east line of said Lot 1, same being a northeasterly line of said 35.92 acres tract, S24°55'57"E a distance of 7.91 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set;

**THENCE** leaving said northeasterly line of the 35.92 acres tract, and said east line of Lot 1, crossing said Lot 1, S27°31'09"W a distance of 146.41 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set in the northeast right-of-way of Cane River Road, a varying width right-of-way according to said Highland Park Phase C, Section 2A subdivision plat, same being the southwest line of said Lot 1;

**THENCE** with said northeast right-of-way line of Cane River Road and said southwest line of Lot 1, N62°41'33"W a distance of 5.66 feet to a point of curvature to the right for the west corner of said Lot 1, same being the south corner of Lot 19;

**THENCE** with said northeast right-of-way line of Cane River Road and said southwest line of Lot 19, with the arc of said curve to the right a distance of 2.46 feet, said curve having a radius of 25.00 feet, a central angle of 5°39'00", and a chord bearing N60°39'40"W a distance of 2.46 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set;

EXHIBIT "A-6"

County: Travis  
Parcel No.: CONT-T2-T3—SL  
Project: Heatherwilde Blvd Roadway Improvements  
Halff AVO: 26890

Page 2 of 4  
3/24/2015

DESCRIPTION FOR CONTINENTAL HOMES OF TEXAS, L.P. TRACT—  
SLOPE EASEMENT

**THENCE** leaving said northeast right-of-way line of Cane River Road and said southwest line of Lot 19, crossing said Lot 19, the following two (2) courses and distances:


1. N08°57'33"W a distance of 23.35 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set, and
2. N27°31'09"E a distance of 132.25 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set in the northeast line of said Lot 19, same being the southwest line of said 0.05 acre tract, and from which a 1/2-inch iron rod found for the north corner of said Lot 19, bears N63°02'01"W a distance of 9.61 feet;

**THENCE** with said northeast line of Lot 19 and said southwest line of the 0.05 acre tract, S63°02'01"E a distance of 15.73 feet to said **POINT OF BEGINNING** and containing 0.073 acre (3,180 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.

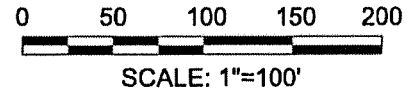
I, Dan H. Clark, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying plat of even date herewith, are true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey on the ground under my 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

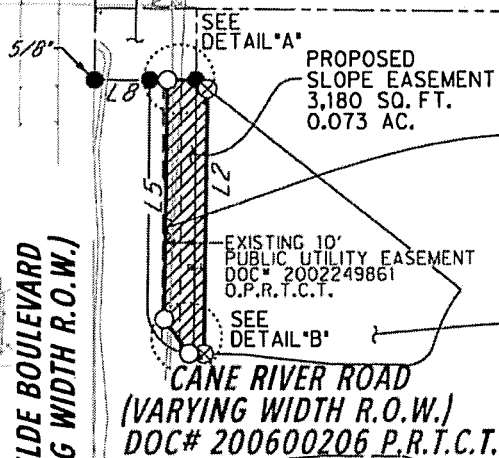
3/24/2015  
Date



# SKETCH TO ACCOMPANY PARCEL DESCRIPTION

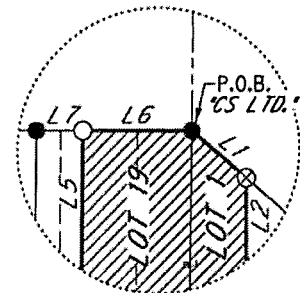
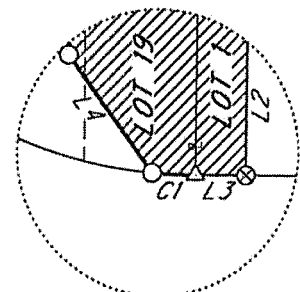
 PAGE 3 OF 4  
3/24/2015

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

 BRUCE CASH TRACT 2  
(8.138 AC.)  
DOC# 2000010288  
O.P.R.T.C.T.

 CONTINENTAL HOMES OF TEXAS, L.P.  
(0.05 AC.)  
DOC# 2012033587  
O.P.R.T.C.T.

 LOT 19, BLOCK L  
HIGHLAND PARK  
PHASE C, SECTION 2A  
DOC# 200600206  
P.R.T.C.T.

 LOT 1, BLOCK L  
HIGHLAND PARK  
PHASE C, SECTION 2A  
DOC# 200600206  
P.R.T.C.T.

 CANE RIVER ROAD  
(VARYING WIDTH R.O.W.)  
DOC# 200600206 P.R.T.C.T.

 CONTINENTAL HOMES OF TEXAS, L.P.  
(35.92 AC.)  
DOC# 2007122920  
O.P.R.T.C.T.

 DETAIL "A"  
N.T.S.

 DETAIL "B"  
N.T.S.

**HALFF**  
4030 WEST BRAKER LANE, SUITE 450  
AUSTIN, TEXAS 78759-5356  
TEL (512) 252-8184  
FAX (512) 252-8141

 SLOPE EASEMENT  
CONTINENTAL HOMES OF TEXAS, L.P.

 HEATHERWILDE BLVD.  
ROADWAY IMPROVEMENTS

ACCOMPANYING FILE: I:\26000s\26890\Data Out\VEHX-CONT\_T2-T3-SL.DOC

PROJECT AVO: 26890

COUNTY: TRAVIS

 ACQUISITION AREA: 0.073 AC.  
3,180 SQ. FT.

SCALE: 1"=100'

## LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND
□	TXDOT TYPE II CONCRETE MONUMENT FOUND
⊗	1/2" IRON ROD SET WITH 'HALFF ESMT' CAP
○	1/2" IRON ROD SET WITH 'HALFF ASSOC INC.' CAP PREVIOUSLY SET
●	1/2" 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 ADJOINER 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
DOC.#	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. 1207538-KFO, EFFECTIVE DATE APRIL 25, 2012, ISSUE DATE MAY 2, 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	5°39'00"	25.00'	2.47'	2.46'	N60°39'40"W

## LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S 24°55'57" E	7.91'
L2	S 27°31'09" W	146.41'
L3	N 62°41'33" W	5.66'
L4	N 08°57'33" W	23.35'
L5	N 27°31'09" E	132.25'
L6	S 63°02'01" E	15.73'
L7	N 63°02'01" W	9.61'
L8	N 63°02'01" W	30.05'

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

3/24/2015  
DATE



**HALFF**

4030 WEST BRAKER LANE, SUITE 450  
AUSTIN, TEXAS 78759-5356  
TEL (512) 252-8184  
FAX (512) 252-8141

SLOPE EASEMENT  
CONTINENTAL HOMES OF TEXAS, L.P.

HEATHERWILDE BLVD.  
ROADWAY IMPROVEMENTS

ACCOMPANYING FILE: I:\26000s\26890\Draw Out\VEXH-CONT\_T2-T3-SL.DOC

PROJECT AVO: 26890

COUNTY: TRAVIS

ACQUISITION AREA: 0.073 AC.  
3,180 SQ. FT.

SCALE: 1"=100'

## WAIVER OF SURFACE RIGHTS

THE STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF TRAVIS

§

§

**DRH Energy, Inc.**, a Colorado corporation ("DRHE"), for itself and its successors and assigns, hereby expressly releases and waives all rights of ingress and egress to enter upon the Surface (hereinafter defined) of the lot(s) or tract(s) of land described on Exhibit "A" attached hereto and made a part hereof (the "Property") for purposes of exploring for, developing or producing (A) any oil, gas, petroleum, natural gas, coal, lignite and other hydrocarbons of whatever name or type, and all uranium, metals and any and all other minerals, gases and substances of whatever name or type, and geothermal energy and geothermal substances and rights, together with all ores thereof and other products or materials produced therefrom or in association therewith; and/or (B) any groundwater and other subsurface water of any and every type, kind, category or nature whatsoever, separately or mixed or combined with any other substance, found beneath the surface of the earth (whether referred to or categorized as ground water, underground water, percolating ground water, moisture in soils or other substances, underflow of streams or underground streams) (collectively, the "Minerals, Resources and Groundwater"); provided, however, nothing herein shall be deemed to prevent DRHE, or its successors or assigns, from exploring for, operating for, studying, developing, drilling, withdrawing, capturing, pumping, producing, extracting, mining, treating, storing or transporting the Minerals, Resources and Groundwater in, on and under, and that may be produced from the Property, by pooling, unitization, directional drilling or any other manner or method that does not require the entry upon the Surface of the Property, and there is hereby expressly reserved to DRHE, and its successors and assigns, the right to explore for, operate for, study, develop, drill, withdraw, capture, pump, produce, extract, mine, treat, store and transport the Minerals, Resources and Groundwater from the Property (and to have access to and control of underground formations of the Minerals, Resources and Groundwater) through wells or other structures at Surface locations situated outside the Property. As used herein, the term "Surface" shall mean the area between the ground elevation of the Property to a depth of thirty (30) feet below the ground elevation.

The foregoing waiver of Surface rights shall be effective with respect to any interest that DRHE owns in the Minerals, Resources and Groundwater as of the date hereof. Nothing herein shall constitute a representation, warranty or other assurance that DRHE owns the rights to the Minerals, Resources and Groundwater or any portion thereof or any interest therein, and DRHE hereby disclaims any such representation, warranty or other assurance, express or implied.

The foregoing waiver of Surface rights shall be subject and subordinate to any and all matters of record as of this date in the county in which the Property is situated, including, without limitation, any easements created for access or for transportation of any Minerals, Resources or Groundwater.

This instrument shall run with the Property, and shall be binding upon and inure to the benefit of DRHE and each owner of the Surface of the Property and their respective successors and assigns. This instrument may be terminated or modified with respect to the Property or any portion thereof by an instrument executed by DRHE, or its successors or assigns, and the then-current record title holder of the Property or the portion thereof as to which this instrument is being terminated or modified, which written instrument shall be recorded in the real property records of the county in which the Property or such portion is situated. Notwithstanding the foregoing or any provision herein to the contrary, if the City of Pflugerville owns or holds any interest in and to the Property, then written consent by the City of Pflugerville shall also be required for any termination or modification of this instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXECUTED as of the date of the acknowledgement set forth below, to be effective as of \_\_\_\_\_, 2015.

**DRH ENERGY, INC.,**  
(a Colorado corporation)

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me, the undersigned authority, this \_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, \_\_\_\_\_ of DRH Energy, Inc., a Colorado corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public ★ State of Texas

After Recording, Please Return To:

Les Brannon  
DRH Energy, Inc.  
4306 Miller Road  
Rowlett, Texas 75088



## EXHIBIT “A”

The term “*Property*” shall mean and refer to the following tracts or parcels of land:

Tract 1: That certain 1.060 acre (46,162 square feet) tract of land situated in the Thomas G. Stewart Survey No. 6, Abstract No. 689, Travis County, Texas, and being a portion of a called 1.56 acre tract described in a Special Warranty Deed to Continental Homes of Texas, L.P., recorded in Document No. 2012033587 of the Official Public Records of Travis County, Texas, said 1.060 acre tract being more particularly described in Exhibit “A-1” attached hereto and made a part hereof.

Tract 2: That certain 0.032 acre (1,404 square feet) tract of land situated in the Thomas G. Stewart Survey No. 6, Abstract No. 689, Travis County, Texas, and being a portion of Lot 19, Block L, of Highland Park Phase C, Section 2A Subdivision, a subdivision according to the plat of record in Document No. 200600206 of the Plat Records of Travis County, Texas, said 0.032 acre tract being more particularly described in Exhibit “A-2” attached hereto and made a part hereof.

Tract 3: That certain 0.036 acre (1,584 square feet) tract of land situated in the Thomas G. Stewart Survey No. 6, Abstract No. 689, Travis County, Texas, and being a portion of a called 0.05 acre tract described in Exhibit A to a Special Warranty Deed to Continental Homes of Texas, L.P., recorded in Document No. 2012033587 of the Official Public Records of Travis County, Texas, said 0.036 acre tract being more particularly described in Exhibit “A-3” attached hereto and made a part hereof.

Tract 4: That certain 0.020 acre (886 square feet) tract of land situated in the Thomas G. Stewart Survey No. 6, Abstract No. 689, Travis County, Texas, and being a portion of two tracts – a called 0.05 acre tract described in Exhibit A to a Special Warranty Deed to Continental Homes of Texas, L.P., recorded in Document No. 2012033587, and a 35.92 acre tract described in a Special Warranty Deed to Continental Homes of Texas, L.P., recorded in Document No. 2007122920, both of the Official Public Records of Travis County, Texas, said 0.020 acre tract being more particularly described in Exhibit “A-4” attached hereto and made a part hereof.

Tract 5: That certain 0.582 acre (25,353 square feet) tract of land situated in the Thomas G. Stewart Survey No. 6, Abstract No. 689, Travis County, Texas, and being a portion of two tracts – a called 1.56 acre tract described in a Special Warranty Deed to Continental Homes of Texas, L.P., recorded in Document No. 2012033587, and a 35.92 acre tract described in a Special Warranty Deed to Continental Homes of Texas, L.P., recorded in Document No. 2007122920, both of the Official Public Records of Travis County, Texas, said 0.582 acre tract being more particularly described in Exhibit “A-5” attached hereto and made a part hereof.

Tract 6: That certain 0.073 acre (3,180 square feet) tract of land situated in the Thomas G. Stewart Survey No. 6, Abstract No. 689, Travis County, Texas, and being a portion of Lots 1 and 19, Block L, Highland Park Phase C, Section 2A Subdivision, a subdivision according to the plat of record in Document No. 200600206 of the Plat Records of Travis County, Texas, said 0.073 acre tract being more particularly described in Exhibit “A-6” attached hereto and made a part hereof.

**EXHIBITS “A-1” THROUGH “A-6”**