

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

SLOPE EASEMENT AGREEMENT

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

GRANT OF EASEMENT:

BANCROFT AUSTIN 45 L.P. (“Grantor”, whether one or more), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto **THE CITY OF PFLUGERVILLE, TEXAS**, a home rule city located in Travis County, Texas (“Grantee”), an easement and right-of-way (“Easement”) upon and across the parcels of real property of Grantor which are more particularly described on Exhibit “A”, attached hereto and incorporated herein by reference (collectively, “Easement Tract”) for the construction and maintenance of an earthen embankment slope as part of the lateral support for that certain City of Pflugerville Heatherwilde Boulevard Expansion Phase 1 and 2 Project in, under, upon, and across the following described property, to-wit:

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the right and privilege at any and all times to enter the Easement Tract, or any part thereof, for the purpose of construction, operation, maintenance, replacement, upgrade, and repair of the improvements which are constructed and installed therein or thereon by Grantee under the terms of this Easement.

Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject to the matters set forth herein.

CHARACTER OF EASEMENT:

The Easement is an easement in gross.

PURPOSE OF EASEMENT:

The Easement shall be used for the construction, maintenance, relocation, removal, and operation of an earthen embankment slope for purposes of lateral support of the abutting public road.

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

DURATION OF EASEMENT:

The Easement shall be perpetual. Grantor hereby binds Grantor and Grantor's heirs, legal representatives, successors and assigns, to warrant and forever defend the Easement unto Grantee, its successors and assigns, against any person whomsoever lawfully claiming or to claim the same or any part thereof.

EXCLUSIVENESS OF EASEMENT:

The Easement shall be non-exclusive; and Grantor may dedicate all or any portion of the Easement Tract to any utility so long as such dedication and use recognizes, accepts and does not unreasonably interfere or conflict with the use of the Easement Tract by Grantee for the purposes, uses and rights herein provided.

SURFACE USE:

Grantor hereby retains, reserves, and shall continue to enjoy the use of the surface of the Easement Tract for any and all purposes which do not interfere with or prevent the use by Grantee of the Easement herein granted. The Grantor further covenants and agrees to use his property only in those ways consistent with the continued maintenance of the slope easement and agrees to nothing which would impair, damage, or destroy said lateral support, and is further understood and agreed that the covenants and agreements set forth above shall be considered covenants with the land, fully binding upon Grantor and his successors and assigns.

Grantee has the right to trim and cut down trees and take all other actions reasonably necessary to preserve the integrity and grade of the slope and prevent interference with the operation or repairs to Grantee's facilities in the Easement Tract.

MAINTENANCE:

Grantor shall maintain the surface area of the Easement Property, which shall include but shall not be limited to regular mowing.

ENTIRE AGREEMENT:

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

BINDING EFFECT:

This agreement shall bind and inure to the benefit of the respective parties hereto, their heirs, legal representatives, successors and assigns.

ASSIGNABILITY:

This Easement and the rights of Grantee hereunder may be assigned by Grantee so long as the assignee utilizes the Easement as contemplated herein.

Signature page to follow:

In witness whereof, this instrument is executed this 1 day of OCTOBER, 2012.

GRANTOR:

Bancroft Austin 45 L.P.
12792N. Schicks Ridge Rd.
Boise, ID 83714-9454

By: Bancroft Austin GP LLC, a Texas
limited liability company, its General
Partner

By: Bancroft SF Properties, LLC, a
California limited liability company, its sole
member

By: Bancroft SF Management Co., LLC, a
California limited liability company, its
Manager

By: Paul Bancroft III
Paul Bancroft III, Managing Member

By: Peter Bancroft
Peter Bancroft, Managing Member

AGREED AND ACCEPTED:

CITY OF PFLUGERVILLE, TEXAS,

a Texas home-rule municipality

By: _____

Brandon Wade, City Manager

ATTEST:

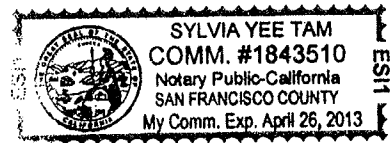
Karen Thompson, City Secretary

ACKNOWLEDGEMENT

State of ~~Idaho~~ ^{California} §
County of SAN FRANCISCO § S.S.

I, SYLVIA YEE TAM, a notary public, do hereby certify that on this 8th day of OCTOBER, 2012, personally appeared before me Paul Bancroft III, who, being by me first duly sworn, declared that he is a Managing Member of Bancroft SF Management Co., LLC, a California limited liability company, that he signed the foregoing document as Managing Member, of the company, and that the statements therein contained are true.

Sylvia Yee Tam
Notary Public
My Commission Expires on APRIL 26, 2013

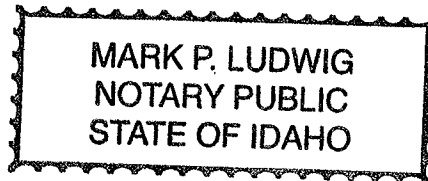


ACKNOWLEDGEMENT

State of Idaho §
County of Ada § S.S.

I, Mark Ludwig, a notary public, do hereby certify that on this 1 day of OCT, 2012, personally appeared before me Peter Bancroft, who, being by me first duly sworn, declared that he is a Managing Member of Bancroft SF Management Co., LLC, a California limited liability company, that he signed the foregoing document as Managing Member, of the company, and that the statements therein contained are true.

Mark Ludwig
Notary Public
My Commission Expires on 2/1/2017



ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2012, by
Brandon Wade, City Manager of the City of Pflugerville, Texas, a Texas home-rule
municipality, on behalf of said municipality.

(seal)

Notary Public Signature

Printed Name of Notary Public

My commission expires: _____

After Recording, Please Return To:

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

EXHIBIT "A"

County: Travis
Parcel No.: Bancroft—Slope Easement
Project: Heatherwilde Blvd Roadway Improvements
Half AVO: 26890

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8/2/2012

DESCRIPTION FOR BANCROFT TRACT—SLOPE EASEMENT

BEING A 0.132 ACRE (5,748 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 27.067 ACRES TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO BANCROFT AUSTIN 45 LP, AND RECORDED IN DOCUMENT NO. 2005085898 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 rod with plastic cap stamped "CHAPARRAL BOUNDARY" found in the east right-of-way line of Heatherwilde Blvd, a varying width right-of-way, for the southwest corner of said 27.067 acres tract;

THENCE with said east right-of-way line of Heatherwilde Blvd, same being the west line of said 27.067 acres tract, the following five (5) courses and distances:

1. N27°22'52"E a distance of 14.44 feet to a 1/2-inch iron rod with plastic cap stamped "CHAPARRAL BOUNDARY" found,
2. N26°48'06"E a distance of 357.29 feet to a 1/2-inch iron rod with plastic cap stamped "CHAPARRAL BOUNDARY" found,
3. N27°20'31"E a distance of 19.13 feet to a 1/2-inch iron rod with plastic cap stamped "CHAPARRAL BOUNDARY" found,
4. N28°19'24"E a distance of 158.51 feet to a Texas Department of Transportation (TXDOT) Type II Concrete Monument with Brass Disk found, and
5. N39°22'47"E a distance of 52.15 feet to a Texas Department of Transportation (TXDOT) Type II Concrete Monument with Brass Disk found;

THENCE leaving said east right-of-way line of Heatherwilde Blvd and said west line of the 27.067 acres tract, crossing said 27.067 acres tract the following four (4) courses and distances:

1. S28°19'24"W a distance of 209.61 feet,
2. S27°20'31"W a distance of 19.04 feet,
3. S26°48'06"W a distance of 357.29 feet, and

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 ESMT' CAP (UNLESS NOTED)
- IRON ROD FOUND (SIZE/CAP NOTED)
- ⬢ SQUARE-HEAD BOLT FOUND
- IRON PIPE FOUND (SIZE NOTED)
- ▲ FOUND 'X' CUT (UNLESS NOTED)
- △ CALCULATED POINT
- ⬢ FENCE POST
- N.T.S. NOT TO SCALE
- (XXX) RECORD INFORMATION PARENT TRACT
- [XXX] RECORD INFORMATION ADJOINER TRACT
- R.O.W. RIGHT-OF-WAY
- ESMT. EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- D.R.W.C.T. DEED RECORDS OF WILLIAMSON COUNTY TEXAS
- P.R.W.C.T. PLAT RECORDS OF WILLIAMSON COUNTY TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS
- O.R.W.C.T. OFFICIAL RECORDS OF WILLIAMSON 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. 12048435, EFFECTIVE DATE JUNE 25, 2012, ISSUE DATE JULY 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.



[Handwritten Signature]

8/2/2012
DATE

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

8/2/2012 3:10:56 PM



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

SLOPE EASEMENT 0.132 AC CITY OF PFLUGERVILLE HEATHERWILDE BLVD. ROADWAY IMPROVEMENTS	PROJECT AV0: 26890
	COUNTY: TRAVIS
	EASEMENT AREA: 0.132 AC.
	SCALE: 1"=100'
ACCOMPANYING FILE: k26000s\26890\Dotd Out\VEXH-BANCROFT-SL.DOC	