

**EASEMENT PURCHASE AGREEMENT
GERALDINE TIMMERMAN, (SELLER)**

This Purchase Agreement (this "Agreement") is made and entered into by and between the **CITY OF PFLUGERVILLE, TEXAS**, a Texas home rule municipality ("Buyer"), and **GERALDINE TIMMERMAN**, ("Seller"), hereafter collectively referred to as the "Parties," upon the premises and for the purposes set out herein and is effective as stated in this Agreement.

INTRODUCTION

A. Seller is the current owner thereof of a 129.137 acre tract recorded in Document #2005047221(Tract II), Official Public Records of Travis County, Texas.

B. Buyer requires acquisition of portions of this tract for a drainage easement (**Exhibit "A"**) for the Pfennig Lane Widening CIP Project hereafter collectively referred to as the "Easement."

C. Seller is willing to convey and Buyer to purchase the drainage easement for the value of \$124,090.00

NOW, THEREFORE, in exchange for the mutual promises provided herein, the Parties agree as follows:

I.

Purchase and Sale Agreement. For the Purchase Price, Seller agrees to sell and convey an easement to Buyer, and Buyer agrees to buy and pay Seller for the drainage easement as described in **Exhibit "A"** for public drainage purposes, including placement, construction, installation, replacement, repair, maintenance, relocation, removal, and operation of a detention pond and related drainage facilities, and related appurtenances, or making connections thereto for that certain City of Pflugerville Pfennig Lane Widening Capital Improvement Project. The promises by Buyer and Seller stated in this contract are the consideration for the formation of this contract. The obligation of the Buyer contained in this agreement are conditional on City Council of Pflugerville's approval and acceptance of the Easement. In the event the City Council does not approve the acceptance of the Easement, Buyer shall pay Seller \$100.00, as consideration for Seller's agreement to the condition on closing and shall return to Seller all original documents, unfiled with the County, at Buyer's expense.

II.

The Purchase Price. **ONE HUNDRED TWENTY-FOUR THOUSAND, NINETY AND NO/100 (\$124,090.00)** to be paid at closing.

III.

The Property. A 0.517 acre drainage easement over, across, under and through a portion of the 129.137 acre tract recorded in Document # 2005047221 (Tract II), Official Public Records of Travis County, Texas as more particularly described in **Exhibit "A"**, attached hereto and incorporated by reference for all purposes.

IV.

Easement Instrument. The Instrument of Conveyance shall be in substantial conformance with the form and substance as stated in the Drainage Easement Agreement (**Exhibit "B"**), attached hereto and incorporated by reference for all purposes.

V.

Miscellaneous.

- A. *Closing Date.* The parties shall close on this transaction within 30 days of City Council's approval and acceptance of the Easement.
- B. *Notice.* Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the party to be notified and with all charges prepaid; (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement; or (iv) by facsimile with confirming copy sent by one of the other described methods of notice set forth. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective only when received. For purposes of notice, the addresses of the parties will, until changed as provided below, be as follows:

Buyer: City of Pflugerville
Attn: Sereniah Breland, City Manager
100 East Main Street
Pflugerville, Texas 78660

Seller: Geraldine Timmermann
P.O. Box 4784
Austin, TX 78765-4784

Severability; Waiver. If any provision of this agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is similar in terms to the illegal, invalid, or enforceable provision as is possible. Each of the rights and obligations of the parties hereto are separate covenants. Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not be deemed a waiver of such provision or any other provision, and such party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

- C. *Applicable Law and Venue.* The interpretation, performance, enforcement, and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Travis County, Texas.

- D. *Entire Agreement.* With the exception of the permits and approvals to be issued

in connection with this Agreement, this Agreement contains the entire agreement of the Parties and there are no other agreements or promises, oral or written between the Parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the Parties. This Agreement supersedes all other agreements between the Parties concerning the subject matter hereof.

- E. Exhibits and Counterparts.* All exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The section headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the sections. The Parties acknowledge that each of them have been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. If there is any conflict or inconsistency between the provisions of this Agreement and otherwise applicable City ordinances, the terms of this Agreement will control. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts bear the signatures of all the parties.
- F. Representations and Warranties by Seller.* Seller warrants, represents, covenants, and agrees that Seller has fee simple absolute title to the Property described in **Exhibit "A"**, that said Property is free of any liens or other encumbrances that would prevent this sale, and that Seller meets all requirements to contract with the City of Pflugerville as provided by Chapter 38 of the City's Code of Ordinances.
- G. Eligibility Certification.* Seller certifies that the individual or business entity named in the Agreement is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certification is inaccurate.
- H. Payment of Debt or Delinquency to the State or Political Subdivision of the State.* Pursuant to Chapter 38, City of Pflugerville Code of Ordinances, Seller agrees that any payments owing to Seller under the Agreement may be applied directly toward any debt or delinquency that Seller owes the City of Pflugerville, State of Texas or any political subdivision of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
- I. Texas Family Code Child Support Certification.* Seller certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.

EXECUTED this the _____ day of _____, 2018.

SELLER:


Geraldine Timmermann

PURCHASER:

CITY OF PFLUGERVILLE,
a Texas home rule municipality

By: _____
Sereniah Breland, City Manager

ATTEST:

Karen Thompson, City Secretary

600 Austin Ave., Suite 20
Waco, Texas 76701

**0.517 ACRE DRAINAGE EASEMENT
LOCATED IN THE HENRY BLESSING SURVEY, ABSTRACT 99
IN THE CITY OF PFLUGERVILLE, TRAVIS COUNTY, TEXAS**

FIELD NOTES FOR A 0.517 ACRE DRAINAGE EASEMENT LOCATED IN THE HENRY BLESSING SURVEY, ABSTRACT 99, AND BEING OUT OF THE REMAINDER OF A CALLED 129.137 ACRE TRACT DESCRIBED AS TRACT II IN A DEED TO TERREL TIMMERMAN RECORDED IN DOCUMENT 2005047221 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.). SAID 0.517 ACRE TRACT BEING MORE PARTICULARLY SHOWN ON THE ATTACHED EXHIBIT DRAWING AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1/2" IRON PIPE FOUND IN THE NORTH RIGHT-OF-WAY LINE OF EAST PFENNIG LANE (VARIABLE WIDTH RIGHT-OF-WAY)) MARKING THE SOUTHEAST CORNER OF THE REMAINDER OF SAID 129.137 ACRE TRACT, SAME BEING THE SOUTHWEST CORNER OF THE REMAINDER OF A CALLED 136.450 ACRE TRACT DESCRIBED IN A DEED TO TERREL TIMMERMAN RECORDED IN DOCUMENT 1999104396 OF THE O.P.R.T.C.T.;

THENCE N 62°40'26" W – 449.70' WITH THE COMMON LINE OF SAID EAST PFENNIG LANE AND THE REMAINDER OF SAID 129.137 ACRE TRACT TO A 1/2" IRON ROD FOUND MARKING THE SOUTHEAST CORNER OF A (15' WIDE) TEXAS UTILITIES ELECTRIC EASEMENT RECORDED IN VOLUME 12497, PAGE 182 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS;

THENCE N 62°40'26" W – 386.98' WITH THE COMMON LINE OF SAID EAST PFENNIG LANE AND THE REMAINDER OF SAID 129.137 ACRE TRACT TO THE **POINT OF BEGINNING** AND THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 62°40'26" W – 150.00' WITH THE COMMON LINE OF SAID EAST PFENNIG LANE AND THE REMAINDER OF SAID 129.137 ACRE TRACT TO A POINT FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 1/2" IRON ROD FOUND IN THE NORTH RIGHT-OF-WAY LINE OF SAID EAST PFENNIG LANE MARKING THE SOUTHWEST CORNER OF THE REMAINDER OF SAID 129.137 ACRE TRACT BEARS N 62°40'26" W – 246.97';

THENCE CROSSING THE INTERIOR OF THE REMAINDER OF SAID 129.137 ACRE TRACT THE FOLLOWING THREE CALLS:

- 1) **N 27°19'34" E – 150.00'** TO A POINT FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT,
- 2) **S 62°40'26" E – 150.00'**, TO A POINT FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT,
- 3) **S 27°19'34" W – 150.00'** RETURNING TO THE **POINT OF BEGINNING** AND CONTAINING 0.517 ACRE OF LAND.

THIS DESCRIPTION IS BASED ON THE ATTACHED EXHIBIT DRAWING MADE BY DANA B. SPIGENER, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 4809.

BEARINGS CITED WITHIN THIS DESCRIPTION ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS.

SURVEYED: JUNE, 2016

RELEASED: MAY 17, 2018

UPDATED RECORDING INFORMATION: MAY 21, 2018


DANA B. SPIGENER, R.L.S. 4809

PROJ NO. 1-02715
PLAT NO. A1-1451
FIELD NOTE NO. 09
MAP CHECKED 05-16-18 DBS





LOT 1, BLOCK A
NORTH PFLUGERVILLE ESTATES
SUBDIVISION
DOC. #200000013
P.R.T.C.T.

● = 1/2" IRON ROD FOUND
N.R.T.C.T. = NAMED RECORDS OF TRAVIS COUNTY, TEXAS
O.P.R.T.C.T. = OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
P.R.T.C.T. = PLAT RECORDS OF TRAVIS COUNTY, TEXAS
R.P.R.T.C.T. = REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS

**TERRELL TIMMERMAN
REMAINDER OF TRACT II
CALLED 129.137 ACRES
DOC. #2005047221 O.P.R.T.C.T.**

REMAINDER OF
TERRELL TIMMERMAN
136.450 ACRES
DOC# 1999104396
O.P.R.T.C.T.

15' TEXAS UTILITIES ELECTRIC
COMPANY EASEMENT
VOLUME 12497, PAGE 182.
R.P.R.T.C.T.

S 62°40'26" E
150.00'
0.517 ACRE
DRAINAGE
EASEMENT
150.00'
N 27°19'34" E
150.00'

**FIELD NOTE
POINT OF
BEGINNING**

**FIELD NOTE
POINT OF
COMMENCEMENT**

N 62°40'26" W 246.97' N 62°40'26" W N 62°40'26" W 386.98' N 62°40'26" W 449.70'

**EAST PFENNING LANE
(R-O-W WIDTH VARIES)**

N 62°40'40" W 1233.32' (OVERALL DEED CALL)
N 62°40'26" W 1233.65' (MEASURED)

1/2" IRON PIPE
FOUND

LOT 10

LOT 9

JULIES WALK AT
KATYMEAD SECTION ONE
PLAT BOOK 91, PAGE 326
P.R.T.C.T.

**ROCKY CREEK DRIVE
(60' WIDE)**

LOT 1

LOT 2

LOT 3

LOT 4

LOT 5

LOT 6

LOT 7

KATYMEAD, SECTION 2
VOLUME 86, PAGES
139-B-139C
P.R.T.C.T.

WARREN RICHTER
AND WIFE
CAROL ANN RICHTER
CALLED 5.00 ACRES
VOLUME 7401, PAGE 553
N.R.T.C.T.

LOT 1, BLOCK A
WALDEN SQUARE
T.C.C.D. 201500273
O.P.R.T.C.T.

HENRY BLESSING SURVEY
ABSTRACT 99
TRAVIS COUNTY, TEXAS

FRANKLIN STIBA
REMAINDER OF
CALLED 5.00 ACRES
VOLUME 5724, PAGE 619
N.R.T.C.T.

FRANKLIN STIBA
REMAINDER OF
CALLED 5.00 ACRES
VOLUME 5724, PAGE 619
N.R.T.C.T.

SURVEYOR'S NOTES:

SURVEY DATE: JUNE, 2016
RELEASE DATE: MAY 17, 2018

FIELD NOTES ATTACHED HERETO, MADE A PART HEREOF AND TITLED:

0.517 ACRE DRAINAGE EASEMENT LOCATED IN THE HENRY BLESSING SURVEY, ABSTRACT 99, IN THE CITY OF PFLUGERVILLE, TRAVIS COUNTY, TEXAS.

THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THE SURVEYOR DOES NOT GUARANTEE THAT ALL EASEMENTS, RESTRICTIONS OR ENCUMBRANCES (EITHER OF RECORD OR NOT OF RECORD) WHICH MAY AFFECT THE SUBJECT TRACT ARE SHOWN HEREON.

THE BEARINGS SHOWN HEREON ARE BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS.



Dana B. Spigener

**EXHIBIT SHOWING
0.517 ACRE DRAINAGE EASEMENT**

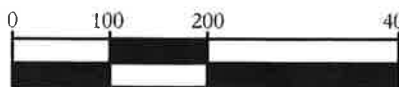
IN THE HENRY BLESSING SURVEY, ABSTRACT 99, IN THE CITY OF PFLUGERVILLE, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 129.137 ACRE TRACT DESCRIBED AS TRACT II IN A DEED TO TERRELL TIMMERMAN, RECORDED IN DOCUMENT 2005047221 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

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Walker Partners
engineers ★ surveyors

600 Austin Avenue, Suite 20 • Waco, Texas 76701
Phone: 1-254-714-1402 • T.B.P.E. Registration No. 8053
T.B.P.L.S. Registration No. 10032500



GRAPHIC SCALE IN FEET

REVISIONS

5-21-18 UPDATED RECORDING INFO.

PLAT NO. A1-1451 DRAFT DATE 5/15/2018 FB/PG _____
PROJ. NO. 1-02715 TAB NO. 8.5X11 FIELD NOTE NO. 09
DWG. NAME 1-02715ESMT TIMMERMAN DRAWN BY DBS

G:\PROJECTS\1-02715\DWG\1-02715ESMT TIMMERMAN.DWG, 8.5X11, 5/21/2018 2:11:13 PM, DSPigener, 1:1

Ex. A.

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

DRAINAGE EASEMENT AGREEMENT

THE STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

GRANT OF EASEMENT:

[Insert Grantor Name, Type of Legal Entity and State of Incorporation/Formation, as applicable] ("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"), a non-exclusive easement and right-of-way ("Easement") upon and across the parcels of real property of Grantor which are more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference (collectively, "Easement Tract").

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the right and privilege at any and all times to enter the Easement Tract with full rights of ingress and egress from the adjoining property of Grantor, 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 under the terms of this Easement.

Grantor, on behalf of Grantor and its successors and assigns, 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: (i) all title exceptions of record, to the extent the same are valid and subsisting against the Easement Tract; (ii) all matters visible or apparent within the Easement Tract; and (iii) the matters set forth herein.

CHARACTER OF EASEMENT:

The Easement granted herein is "in gross," in that there is no "Benefitted Property." Nevertheless, the Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof. The Easement rights of use granted herein is irrevocable. The Easement is for the benefit of Grantee.

PURPOSE OF EASEMENT:

The Easement shall be used for public drainage purposes, including placement, construction, installation, replacement, repair, maintenance, relocation, removal, and operation of a drainage ways, infrastructure, facilities, and related appurtenances, or making connections thereto.

DURATION OF EASEMENT:

The Easement shall be perpetual. However, the parties hereto acknowledge and agree that this Easement will automatically terminate and be of no further effect at the time that the following conditions precedent are both satisfied: 1) Grantor, at Grantor's sole cost and expense, designs and constructs alternate drainage facilities on Grantor's property necessary to accept all storm water conveyances contemplated by the purpose and necessity of this Easement, said design and construction to be subject to Grantee's reasonable approval, which shall not be unreasonably withheld or delayed; and 2) Grantor's grant of a subsequent permanent and non-exclusive easement to Grantee overlying said alternate drainage facilities. 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, however, Grantor covenants that Grantor will not convey any other easement or conflicting rights within the Easement Tract without the express written consent of the Grantee or its designee, said consent not to be unreasonably withheld, conditioned or delayed; provided, however, that no such consent shall be granted for any purpose which materially interferes with or prevents the use by Grantee of the Easement herein granted for the purposes herein contemplated.

GRANTOR USE:

Grantor hereby retains, reserves, and shall continue to enjoy the use of the Easement Tract (or grant to others the right to do the same as conditioned herein) for any and all purposes that do not materially interfere with or prevent the use by Grantee of the Easement herein granted. Grantee has the right to trim and cut down trees and shrubbery and to remove other improvements and structures, without Grantor recourse, to the extent reasonably necessary to prevent interference with the operation or repairs to Grantee's facilities or use within the Easement Tract.

ENTIRE AGREEMENT:

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

BINDING EFFECT:

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

ASSIGNABILITY:

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

In witness whereof, this instrument is executed this ____ day of _____, 20__.

GRANTOR:

[Insert Grantor Name]

a [Insert Grantor legal Entity Type and State of Incorporation/Formation]

By: _____, its [Title of Authorized Signator]

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20__, by
_____ [Insert Name], _____ [Insert Title] on behalf
of _____ [Insert Entity Name, if applicable].

Notary Public Signature

(seal)

AGREED AND ACCEPTED:

By: _____

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

By: _____
Sereniah Breland, City Manager

ATTEST:

Karen Thompson, City Secretary

600 Austin Ave., Suite 20
Waco, Texas 76701

**0.517 ACRE DRAINAGE EASEMENT
LOCATED IN THE HENRY BLESSING SURVEY, ABSTRACT 99
IN THE CITY OF PFLUGERVILLE, TRAVIS COUNTY, TEXAS**

FIELD NOTES FOR A 0.517 ACRE DRAINAGE EASEMENT LOCATED IN THE HENRY BLESSING SURVEY, ABSTRACT 99, AND BEING OUT OF THE REMAINDER OF A CALLED 129.137 ACRE TRACT DESCRIBED AS TRACT II IN A DEED TO TERREL TIMMERMAN RECORDED IN DOCUMENT 2005047221 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.). SAID 0.517 ACRE TRACT BEING MORE PARTICULARLY SHOWN ON THE ATTACHED EXHIBIT DRAWING AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

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SURVEYED: JUNE, 2016

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DANA B. SPIGENER, R.P.L.S. 4809

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FIELD NOTE NO. 09
MAP CHECKED 05-16-18 DBS





LOT 1, BLOCK A
NORTH PFLUGERVILLE ESTATES
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**TERRELL TIMMERMAN
REMAINDER OF TRACT II
CALLED 129.137 ACRES
DOC. #2005047221 O.P.R.T.C.T.**

REMAINDER OF
TERRELL TIMMERMAN
136.450 ACRES
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15' TEXAS UTILITIES ELECTRIC
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**FIELD NOTE
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N 62°40'26" W 246.97' N 62°40'26" W 150.00' S 62°40'26" E 150.00' N 27°19'34" E 150.00' S 27°19'34" W 150.00' N 62°40'26" W 386.98' 449.70' N 62°40'26" W 1233.32' (OVERALL DEED CALL) N 62°40'26" W 1233.65' (MEASURED) 1/2" IRON PIPE FOUND

**EAST PFENNING LANE
(R-O-W WIDTH VARIES)**

LOT 1, BLOCK A
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T.C.C.D. 201500273
O.P.R.T.C.T.

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TRAVIS COUNTY, TEXAS

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CALLED 5.00 ACRES
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N.R.T.C.T.

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Dana B. Spigener

**EXHIBIT SHOWING
0.517 ACRE DRAINAGE EASEMENT**

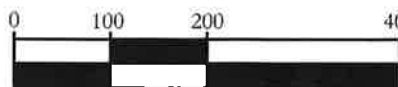
IN THE HENRY BLESSING SURVEY, ABSTRACT 99, IN THE CITY OF PFLUGERVILLE, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 129.137 ACRE TRACT DESCRIBED AS TRACT II IN A DEED TO TERRELL TIMMERMAN, RECORDED IN DOCUMENT 2005047221 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

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T.B.P.L.S. Registration No. 10032500



GRAPHIC SCALE IN FEET

REVISIONS

5-21-18 UPDATED RECORDING INFO.

PLAT NO. A1-1451 DRAFT DATE 5/15/2018 FB/PG _____
PROJ. NO. 1-02715 TAB NO. 8.5X11 FIELD NOTE NO. 09
DWG. NAME 1-02715ESMT TIMMERMAN DRAWN BY DBS

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